

SOLICITATION No. DE-RP30-09CC00046
Conformed Copy for Informational Purposes – Amendment 003 edits in red

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 119
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DE-RP30-09CC00046	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY U.S. Department of Energy EM Consolidated Business Center 250 East Fifth Street, Suite 500 Cincinnati, OH 45202		CODE	8. ADDRESS OFFER TO (If other than ITEM 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 250 East 5th Street, Suite 500, Cincinnati, OH 45208 until 3:00PM ET local time 9/28/2009
(Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to terms and conditions contained in this solicitation

10. FOR INFORMATION CALL:	A. NAME Noelle Mills Contracting Officer	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS noelle.mills@emcbc.doe.gov
	AREA CODE 513	NUMBER 246	EXT. 0510	

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OFFER (Must be fully completed by offeror)

NOTE: item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments SOLICITATION for offerors and related numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR-OR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA – FAR (48 CFR) 53.214(c)

PART I- SECTION B**SUPPLIES OR SERVICES AND PRICE/COSTS****B.01 ITEMS BEING ACQUIRED**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract and/or any Task Order as furnished by the Contracting Officer) and otherwise do all things necessary for, or incidental to, the performance of Task Orders issued under this contract to accomplish the objectives and requirements of Section C, Performance Work Statement from various locations nationwide (continental United States). The Contractor shall receive Orders to accomplish the tasks for the period stipulated in the Task Order. All work under this contract shall be based on Task Orders issued and authorized as detailed in Section H.08 & H.09, Ordering Procedures.

B.02 PRICE SCHEDULE

The firm fixed unit prices for Contract Line Item Numbers (CLINs) 0001-0012 and 0014 below may be found in Section J, Attachment B, Price List. CLINs 0013 and 0015 may be either firm fixed price or cost reimbursement and will be determined at the Task Order Level.

CLIN #	Schedule of Services	Unit
0001	LLW Sort/Segregate/Survey	EA
0002	LLW Compaction	EA
0003	LLW Thermal Treatment of Solids	EA
0004	LLW Solidification/Stabilization	EA
0005	LLW Macroencapsulation	EA
0006	LLW Solidification/Stabilization of Liquids	EA
0007	LLW Thermal Treatment of Liquids	EA
0008	MLLW Thermal Treatment of Liquids	EA
0009A	MLLW Vacuum-Assisted Thermal Desorption	EA
0009B	MLLW Other High Temperature Technologies	EA
0010	MLLW Stabilization	EA
0011	MLLW Macroencapsulation	EA
0012	MLLW Treatment of Elemental Hg	EA
0013	Unique MLLW/LLW Requiring Special Processing	EA
0014	Bulk Survey For Release	EA
0015	Ancillary Services	EA

B.03 MINIMUM AND MAXIMUM QUANTITIES

- a. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the minimum quantity to be ordered under this contract is an amount which will equal \$25,000. The minimum quantity may be ordered under one or more Task Orders and under one or more CLINs.
- b. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the maximum quantity which may be ordered under all resulting contract(s) is \$24,900,000; this ceiling value is established for all Multiple Award Contracts combined. This amount includes quantities from DOE offices as well as authorized DOE contractors. Notwithstanding either the estimated quantities or the maximum quantity as contained herein, the Government is obligated to order only the minimum quantity in paragraph a. above.
- c. The minimum and maximum quantities specified in paragraphs a. and b. of this clause apply to the entire period of contract performance and do not apply to any individual CLIN. There is no minimum quantity for any individual contract line item.

PART I- THE SCHEDULE**SECTION C****PERFORMANCE WORK STATEMENT (PWS)****C.00 Background**

Low-Level Waste (LLW) can be segmented into waste categories of Class A, Class B, Class C and Greater-Than-Class C (GTCC). These classifications are defined in the Nuclear Regulatory Commission (NRC) regulations (Title 10, Code of Federal Regulations [CFR], Part 61), based on potential LLW hazards and disposal and waste form requirements. It is important to note that these classifications generally apply to NRC regulated LLW, and not DOE LLW. However, the classifications are relevant when DOE sends its waste to an NRC-regulated facility for disposal. Class A waste contains the least radioactivity, most of which comes from relatively short-lived radionuclides, which decay to background levels within a few decades. Class B waste is also relatively short-lived, but contains higher concentrations of short-lived radionuclides than Class A. Class C waste can contain higher concentrations of both short-lived and long-lived radionuclides, while GTCC is higher still.

Over the years, the U.S. Department of Energy (DOE) has generated large quantities of the equivalent of Class A, B and C, Low-Level Waste and Mixed Low-Level Waste (MLLW)¹ during operations and remediation of facilities and laboratories. DOE seeks a variety of non-Federal LLW and MLLW Treatment Services, located in the United States of America, that provide cost-effective compliance with the Resource Conservation and Recovery Act of 1976 (RCRA), the Federal Facility Compliance Act (FFCA), State hazardous waste regulations, the Federal Facility Agreement (FFA), Toxic Substances Control Act (TSCA)/polychlorinated biphenyl (PCB) regulations, and any other applicable laws. DOE also seeks Bulk Survey For Release (BSFR) (CLIN 0014) and Ancillary Services, including DOE authorized release services (CLIN 0015).

C.01 Objectives

The contract objectives are to provide:

- (a) Treatment services for LLW and MLLW;
- (b) BSFR in accordance with NRC or Agreement State requirements;
- (c) Ancillary services that may be necessary to accomplish (a)-(b), and DOE Order 5400.5 Authorized Release.

¹ The term 'mixed waste' is waste that contains both source, special nuclear, or by-product material subject to the *Atomic Energy Act of 1954*, as amended, and a hazardous component subject to the *Resource Conservation and Recovery Act*.

Treatment services for LLW and MLLW may include, but is not limited to, macroencapsulation, stabilization, vacuum-assisted thermal desorption, thermal treatment, incineration, combustion, thermal destruction, solvated electron, labpack and aerosol preparation, etc.

BSFR is a licensed process approved by the appropriate regulatory agency (NRC or Agreement State) that allows for the survey and release of materials with extremely low levels of radioactive contamination in specified industrial waste landfills.

Ancillary Services includes support services, including, but not limited to: interim storage and transportation of waste, regulatory report writing, data analysis, assessment, interpretation, verification and presentation, technical oversight of MLLW/LLW activities, and DOE Authorized Release in accordance with DOE Order 5400.5.

C.02 Regulatory Frameworks

The FFA is a binding interagency agreement between the U.S. Environmental Protection Agency (EPA), DOE, and the respective State(s) where the DOE site(s) is located. The FFA governs the corrective and Remedial Action (RA) processes from the investigation of individual Operable Units through their remediation and is designed to integrate the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) response action process with the corrective measures provisions of the RCRA. The FFA describes procedures for the parties to set annual work priorities for each process.

Cleanup activities at various sites may be governed by different agreements. The agreements will be specifically identified in the individual Task Orders and may be derived from the FFCA, CERCLA, RCRA, DOE Orders, NRC or Agreement State rules, or other site-specific requirements.

C.03 Contract Line Items (CLINs)

See Section B.02 Price Schedule.

C.04 Requirements

The requirements are divided into three independent sections, corresponding to the contract objectives: LLW/MLLW Treatment Services, BSFR Services, and Ancillary Services. ***The requirements for each section apply only to those contractors who obtain an award for the CLIN(s) applicable to that section.***

Section C.04.1 describes requirements for:

- Wastes that are adequately defined and characterized and may be treated using firm fixed price CLINs 0001-0012. The Price Lists for CLINs 0001-0012 are provided in Section J, Attachment B.

- Wastes that are not well defined, or may require several processing steps (CLIN 0013, Unique MLLW/**LLW** Requiring Special Processing). Specific CLIN 0013 scopes will be determined at the Task Order level, and may be cost reimbursement, or firm-fixed price.

Section C.04.2 contains requirements for LLW that is adequately characterized, and may be managed under the firm fixed price CLIN 0014, Bulk Survey For Release.

Section C.04.3 describes the requirements for CLIN 0015, Ancillary Services. Specific scopes are unknown at this time, and will therefore be determined at the Task Order level, and may be firm-fixed price, or cost reimbursement.

Note: All days are calendar days unless otherwise specified.

C.04.1 LLW/MLLW Treatment Services (applicable to CLINs 0001-0013, except as noted)

Licenses, Permits and Regulatory:

1. The contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the treatment of LLW and/or MLLW.
2. The contractor shall possess, maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enables receipt, storage and treatment of LLW and/or MLLW. All waste shall be treated in accordance with applicable laws, regulations, and DOE Orders (e.g., Section J, Attachment C, DOE Order 435.1, Radioactive Waste Management, etc). Treated waste shall meet the waste acceptance criteria and the Land Disposal Restriction treatment standards (MLLW only) of the designated disposal site.
3. The contractor shall, without additional expense to the Government, be responsible for complying with any Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.
4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits, Section H.30 and Section J, Attachment C.

Title:

5. Wastes to be treated were generated at Government facilities or under Government contracts. Responsibility for the waste remains with the Ordering Activity/Waste Generator until accepted by the treatment contractor. DOE retains title of the waste until transferred to, and accepted by, a disposal contractor (i.e., the treatment contractor will never hold title to the waste).

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Transportation:

6. DOE is responsible for the transportation of waste to and from the treatment facility, unless otherwise specified as part of CLIN 0015, Ancillary Services.
7. All waste material shipped on an individual shipping manifest shall be considered a “shipment” under the terms of this contract.
8. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted by the waste treatment provider under this contract, the contractor will issue a Notice to Transport to the waste generator within 5 days.
9. The contractor shall provide services to survey vehicles used to transport the wastes to and from the contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certified free of contamination exceeding release criteria. The contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the contractor's Radioactive Material License or Department of Transportation (DOT) release criteria.
10. The contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for wastes delivered under this contract. The contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

Receipt of Waste:

11. The contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G, *Contract Administration Data*. The shipment documentation required under this contract and/or Task Order includes:
 - a. Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the contractor will be provided the following from the Ordering Activity/Waste Generator:
 - (1) The 5 Working Day Shipment Notification form;

- (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
 - (3) A copy of the Waste Profile form for each waste stream to be treated;
 - (4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), NRC Form 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.
- b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and CO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a-b) will be provided to the contractor by e-mail, mail, or facsimile.

12. The contractor shall unload the radioactive waste using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
13. In the event that the contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any applicable requirements, the contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

Operations:

14. The contractor shall not intermingle DOE wastes with that of non-DOE Waste Generators.
15. The contractor shall complete all appropriate treatment, packaging, and certification functions within the prices established in this contract and any resulting Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.
16. All commercial Treatment, Storage and Disposal Facilities (TSDFs) are required to be audited in accordance with DOE Order 435.1 annual audit requirements, or equivalent (currently most facilities performing services for DOE rely on the DOE Consolidated Audit Program (DOECAP)). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. Contractors shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.

17. The contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this contract shall be provided to the Ordering Activity/Waste Generator, DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
18. The contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with Federal and state regulations and permits. These costs shall be included in the firm fixed unit rates and the Task Orders' prices. Any co-mingling of primary wastes with byproduct, residual and secondary wastes shall be in accordance DOE Order 435.1, Federal, State, and local laws, regulations and guidance (as applicable), the waste acceptance criteria of the site, and Land Disposal Restrictions (MLLW).
19. The contractor shall treat the LLW and/or MLLW, and any secondary waste generated as a result of treatment in accordance with the time limitations specified in the contractor's permits, licenses, and applicable federal, state and local requirements. The contractor shall notify DOE in writing at least sixty (60) days prior to exceeding any storage limit. The contractor shall arrange for a compliant alternate storage location, if required, and shall be responsible for all expenses incurred as a result of transporting and storing DOE's waste until returned to DOE for final disposal. In the case where the treatment contractor is not at fault, as determined by the DCO, the Ordering Activity/Waste Generator shall be responsible for applicable expenses incurred as a result of the delay.

Reporting Requirements:

20. As requested, all documentation, records, and modifications, shall be submitted to the DCO. The contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.
21. As requested by the DCO, the contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), the contractor's Closure Plan, and any other authorizations, exemptions, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this contract.
22. The contractor shall notify the Ordering Activity/Waste Generator 10 days prior to the start of treatment processing.

23. For laboratories not previously approved by DOE, prior to receiving samples for offsite analysis, the contractor shall provide copies of the current radioactive material licenses and most recent Audit Report supporting treatment as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the request.
24. The contractor shall document treatment as appropriate for the type of waste and treatment required to ensure that Federal, State, and disposal site criteria have been met, and provide this documentation to the Ordering Activity/Waste Generator within 15 working days of completion of treatment.
25. For all Notice of Violations (NOVs) issued by regulatory agencies that may impact treatment of waste, the contractor shall verbally notify the DCO within 24 hours. If any DOE waste stream is involved or impacted, the contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.
26. The contractor shall verbally notify the affected Ordering Activity/Waste Generator and the CO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
27. On an annual basis, the contractor shall provide a Waste Treatment Report to the CO and the EM Office of Disposal Operations (EM-12), documenting the following. A Final Summary Report shall be provided within 30 days after completion of work under the contract.
 - a. Monthly waste shipments including weights, volumes, source, radionuclide content/characterization data, treatment methods and Waste Profile Record results.
 - b. All vehicle contamination exceeding release criteria shall be identified. A listing of any deviated or rejected shipments during the period including any corrective action (e.g. treatment of nonconforming waste for excess moisture) performed by the contractor; compliance, permitting or regulatory problems and resolution for the previous quarter; occurrences or events, which adversely affected treatment operations and associated impact on operations and scheduled receipt or treatment.
28. Thirty days after physical completion of work conducted under this contract, the contractor shall submit a Contract Closeout Plan to the CO. The contractor must address closeout activities, as appropriate, including but not limited to all remaining administrative matters, resolution of any open litigations, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing and packaging), closeout of subcontracts, and the Final Summary Report.

Nonconformance:

29. The contractor shall have no obligation to receive, handle, store, or treat any waste material delivered to the contractor's facility which is nonconforming waste material, which is defined as: material delivered that does not comply with the contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, contamination resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). The determination of nonconformance shall be made unilaterally by the DCO.
30. Upon delivery to the contractor's facility, if the loaded transport vehicle, containers or waste do not conform to the requirements of the treatment facility's licenses or permits, or DOT, Title 49 CFR-Transportation regulations, the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, the contractor shall notify the Ordering Activity/Waste Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to the following:
- Contractor may provide a proposed corrective action with an estimate of the cost to correct.
 - The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
 - Ordering Activity/Waste Generator may direct an alternative course of action.
 - Either party may negotiate a rejection of the shipment.
 - The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
 - The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of the contract.
31. Any waste that fails to meet disposal facility WAC and/or Land Disposal Restrictions after treatment (MLLW only), as determined by the DCO, shall be retreated by the contractor at no additional cost to DOE until the waste qualifies for disposal. If all reasonable attempts to reprocess the waste fail, the contractor shall prepare the waste for return to DOE for storage. The treatment contractor shall bear all processing expense for any waste that the contractor is unable to treat. The contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Waste Generator.

In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the

waste. The Ordering Activity/Waste Generator may request that the contractor return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense. DOE recognizes that waste characterization and treatment of MLLW may be complex. If DOE provides inaccurate or incomplete waste characterization data, there may be the need for change orders or requests for equitable adjustment. These issues will be handled in an expedient manner.

Additional Requirements Applicable to CLIN 0013, Unique MLLW/LLW Requiring Special Processing:

This section provides additional requirements applicable only to CLIN 0013. The purpose of CLIN 0013 is to provide comprehensive task-based treatment services for unique, uncertain, multi-process, and/or difficult TSCA, RCRA or other MLLW and LLW. This treatment scope includes, but is not limited to: waste characterization, treatability studies, macroencapsulation, stabilization, concentration, vacuum-assisted thermal desorption, thermal treatment, incineration, combustion, thermal destruction, solvated electron, labpack and aerosol preparation, on-DOE site treatment, classified wastes, etc. For unique requiring special processing, e.g., waste that is treated at a DOE site or facility, specific DOE Orders, security, badging, etc., requirements, and other interfaces will be defined at the Task Order level.

32. A Waste Profile Record shall be used for waste characterization together with waste samples, as necessary, to formulate a treatment method for the unique waste. The Waste Profile Record will be provided by the Ordering Activity/Waste Generator to the contractor.
33. Scientifically accepted standards and procedures approved by applicable regulatory authorities shall be used in the formulation of a treatment method adhering to EPA requirements and the requirements of the disposal contractor's licenses and permits.
34. The CLIN 0013 treatment contractor may be requested to review Ordering Activity/Waste Generator Sampling and Analysis Plans (SAPs). The SAPs will govern the sampling and analysis of wastes prior to shipment under the contract and will:
 - a. Include mutually agreeable procedures for measurement of the physical, chemical and radiological parameters of the radioactive waste and/or mixed radioactive waste at the Waste Generator site, as necessary, to ensure that the material complies with the disposal contractor's WAC prior to shipment;
 - b. Be consistent with the disposal contractor's license and permit requirements;
 - c. SAP reviews shall be completed within 30 days of request.

C.04.2 Bulk Survey For Release Services (applicable to CLIN 0014 only)

Licenses, Permits and Regulatory:

1. The contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the release of material in qualified landfills.
2. The contractor shall possess, maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enable BSFR. All waste shall be released in accordance with applicable laws, regulations, and DOE Orders (e.g., Section J, Attachment C, DOE Order 435.1, Radioactive Waste Management, etc). Released waste shall meet the waste acceptance criteria of the designated landfill.
3. The contractor shall, without additional expense to the Government, be responsible for complying with any Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.
4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits, Section H.30 and Section J, Attachment C.

Title:

5. Title to the material shall pass to the BSFR contractor upon the contractor's issuance of a "Certification of Release," regardless of when or where the contractor takes physical possession. Title and all other incidents to the material shall thereupon transfer from the Ordering Activity/Waste Generator and shall be held by the BSFR contractor. The Ordering Activity/Waste Generator shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value. Documentation shall be provided to the Ordering Activity/Waste Generator, DCO within 15 days after approval.

Transportation:

6. DOE is responsible for the transportation of LLW, unless otherwise specified, as part of CLIN 0015, Ancillary Services.
7. All LLW material shipped from the Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of this contract.
8. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted by the waste treatment provider under this contract, the Contractor will issue a Notice to Transport to the waste generator within 5 days.

9. The contractor shall provide services to survey vehicles used to transport the wastes to and from the contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certified free of contamination exceeding release criteria. The contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the contractor's Radioactive Material License or DOT release criteria.
10. The contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for material delivered under this contract.

Receipt of Waste:

11. The contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G, *Contract Administration Data*. The shipment documentation required under this contract and/or Task Order includes:
- a. Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the contractor will be provided the following from the Ordering Activity/Waste Generator:
 - (1) The 5 Working Day Shipment Notification form;
 - (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
 - (3) A copy of the Waste Profile form for each waste stream to be released;
 - (4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), NRC Form 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.
 - b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a-b) will be provided to the contractor by e-mail, mail, or facsimile.

12. The contractor shall unload the LLW using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
13. In the event that the contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any applicable requirements, the contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

Operations:

14. The contractor shall complete all appropriate BSFR functions within the prices established in this contract and any resulting Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.
15. All commercial TSDFs are required to be audited in accordance with DOE Order 435.1 annual audit requirements, or equivalent (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. Contractors shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.
16. The contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this contract shall be provided to the Ordering Activity/Waste Generator, DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
17. The BSFR contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with Federal and state regulations and permits. These costs shall be included in the firm fixed unit rates and the Task Orders' prices. Any co-mingling of primary wastes with byproduct, residual and secondary wastes shall be in accordance DOE Order 435.1, Federal, State, and local laws, regulations and guidance (as applicable) and the waste acceptance criteria of the site.

Reporting Requirements:

18. As requested, all documentation, records, and modifications, shall be submitted to the DCO. The contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.
19. Upon request, the contractor shall provide the Ordering Activity/Waste Generator or DCO a copy of the Certification of Release.
20. As requested by the DCO, the contractor shall provide complete documentation of: permits or licenses for release of material, documenting that the contractor is authorized to receive, handle, and release the material under this contract.
21. For laboratories not previously approved by DOE, the contractor shall provide copies of the current radioactive material licenses and most recent Audit Report supporting BSFR as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the revision approval.
22. For all NOV's issued by regulatory agencies that may impact release of waste, the contractor shall verbally notify the DCO within 24 hours. If any DOE waste stream is involved or impacted, the contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.
23. The contractor shall verbally notify the affected Ordering Activity/Waste Generator and the CO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
24. Thirty days after physical completion of work conducted under this contract, the contractor shall submit a Contract Closeout Plan to the CO. The contractor must address closeout activities, as appropriate, including but not limited to all remaining administrative matters, resolution of any open litigations, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing and packaging), and closeout of subcontracts.

Nonconformance:

25. The contractor shall have no obligation to receive, handle, store, or release any waste material delivered to the contractor's facility which is nonconforming, which is defined as: material delivered that does not comply with the contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, contamination results from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation,

shipment is delivered to the facility without a “Notice to Transport”). The determination of nonconformance shall be made unilaterally by the DCO.

26. Upon delivery to the contractor’s facility, if the loaded transport vehicle, containers or waste do not conform to the requirements of the contractor’s licenses or permits, or DOT, Title 49 CFR-Transportation regulations, the Waste Generator’s Waste profile, or arrive damaged or unusually difficult to unload, the contractor shall notify the Ordering Activity/Waste Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to the following:

- a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
- b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator’s expense.
- c. Ordering Activity/Waste Generator may direct an alternative course of action.
- d. Either party may negotiate a rejection of the shipment.
- e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
- f. The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of the contract.

27. Any waste that fails to meet landfill WAC due to some error, fault or oversight of the BSFR contractor, as determined by the DCO, shall be processed by the BSFR contractor at no additional cost to DOE until the waste qualifies for release or disposal. If all reasonable attempts to process the waste fail, the contractor shall prepare the waste for return to DOE for storage. The BSFR contractor shall bear all processing expense for any waste that the contractor is unable to release due to fault or error of its own. The contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Ordering Activity/Waste Generator.

If the contractor cannot release the material to the BSFR criteria through no fault of the contractor, as determined by the DCO, the LLW shall be disposed of at an appropriate LLW facility, at DOE’s expense, as agreed to by the Ordering Activity/Waste Generator and the BSFR contractor. In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the BSFR contractor return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator’s expense. DOE recognizes that waste characterization and release of LLW may be complex. If DOE provides inaccurate or incomplete waste characterization data, there may be the

need for change orders or requests for equitable adjustment. These issues will be handled in an expedient manner.

C.04.3 Ancillary Services (applicable to CLIN 0015 only):

The contractor shall provide task-based treatment support services, including, but not limited to: interim storage and transportation of waste, regulatory report writing, data analysis, assessment, verification, technical oversight of MLLW/LLW activities, and technical support for Authorized Release in accordance with DOE Order 5400.5 (this may include developing necessary documentation for waste characterization and disposal planning, receiving required DOE concurrences and approvals, sampling the waste, performing analyses to justify release, etc). The Ordering Activity/Waste Generator will specify requirements at the Task Order level.

C.05 Acronyms

ASME	American Society of Mechanical Engineers (ASME)
BSFR	Bulk Survey For Release
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer for the Basic Contract
COR	Contracting Officer's Representative for the Basic Contract
DCO	Designated Contracting Officer for the Task Order(s) issued under the Basic Contract
DCOR	Designated Contracting Officer's Representative for the Task Order(s) issued under the Basic Contract
DOE	U.S. Department of Energy
DOT	Department of Transportation
EMCBC	Environmental Management Consolidated Business Center
EPA	U.S. Environmental Protection Agency
ES&H	Environmental Safety and Health
FFA	Federal Facility Agreement
GTCC	Greater-Than-Class C
IDIQ	Indefinite Delivery Indefinite Quantity
LLW	Low-Level Waste
MLLW	Mixed Low-Level Waste
NQA-1	Nuclear Quality Assurance-1
NRC	Nuclear Regulatory Commission
NOVs	Notice of Violations
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
QA	Quality Assurance
RA	Remedial Action
RCRA	Resource Conservation and Recovery Act
PWS	Performance Work Statement

TSCA	Toxic Substances Control Act
TSDFs	Treatment, Storage and Disposal Facilities
WAC	Waste Acceptance Criteria

Conformed Copy

PART I- THE SCHEDULE

SECTION D

PACKAGING AND MARKING

D.01 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good industry practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate.

D.02 MARKING

(a) Each package, report, or other deliverable shall be accompanied by a letter or other document that:

- (1) Identifies the contract number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).
- (3) Indicated whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract.

PART I- THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E.01 INSPECTION

Inspection of all items under Task Orders performed under this contract shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR) as a duly authorized representative.

E.02 ACCEPTANCE

Acceptance of all work and effort under Task Orders performed under this contract (including "Reporting Requirements," if any) shall be accomplished by the Designated Contracting Officer or the duly authorized representative and in accordance with this basic contract and/or the individual Task Order acceptance criteria.

E.03 FINAL INSPECTION/ACCEPTANCE

Final inspection and acceptance of deliverables and completion of Task Orders shall take place at completion of delivery at the Task Order location.

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

E.04 Fixed Price Clauses

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

E.05 Cost Reimbursement Clauses

FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

PART I- THE SCHEDULE**SECTION F****DELIVERIES OR PERFORMANCE****F.01 PERIOD OF PERFORMANCE**

The period of performance for ordering shall be through five (5) years from the date of award of the basic contract. Performance under any resulting Task Orders must be complete within ten (10) years from the date of award of the basic contract; individual Task Order performance shall not exceed five (5) years.

F.02 PLACE OF PERFORMANCE

The primary locations for the performance of work under this contract will be the contractor's facility(ies). Secondary locations may be Government/Government supported sites that are located throughout the United States. Generally, Government/Government supported work sites shall be at current or former DOE or DOE contractor locations in which Atomic Energy Commission, Energy Research and Development Administration, or Department of Energy work was, or is being, performed. Non-DOE sites may be included on a case by case basis. The actual place of performance shall be set forth in each Task Order.

F.03 DELIVERABLES

Deliverables for the basic contract and Task Orders, where applicable, are identified in Section J, Attachment A. Task Orders will specify additional required deliverables in each Task Order. Task Orders will be issued in accordance with Section H.08.

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

F.04 Fixed Price Clauses

FAR 52.242-15	STOP WORK ORDER (AUG 1989)
FAR 52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

F.05 Cost Reimbursement Clauses

FAR 52.242-15	STOP WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
FAR 52-249-14	EXCUSABLE DELAYS (APR 1984)

PART I- THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.01 CORRESPONDENCE PROCEDURES

1. For orders issued by offices of the U.S. DOE:

To provide timely and effective administration, correspondence (except for invoices) submitted under this contract shall be subject to the procedures listed below. Each Task Order shall contain the name and address of the Designated Contracting Officer (DCO) and the Designated Contracting Officer's Representative (DCOR) for the individual Task. The basic contract shall be administered by the CO and COR designated below.

- (a) Correspondence. All correspondence shall be sent concurrently to both the DCO and the DCOR.
- (b) CO's Address. The address for the DCO and DCOR shall be contained in each Task Order. The CO for the basic contract is included in Clause G.06.
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: CONTRACT NO. **DE-AM30-09CC00046/Order ##**

2. For orders issued by authorized U. S. DOE contractors:

For orders issued by U. S. DOE authorized contractors, correspondence procedures shall be as specified in individual Task Orders. For orders issued by U. S. DOE authorized contractors, the following terms and phrases which appear in the basic contract shall be interpreted relative to the individual order to read as follows:

- a. U.S Department of Energy, Department of Energy, DOE, the Government, or any other term or phrase intended to refer to the U.S. Department of Energy or the United States of America, shall be construed to mean the contractor or other entity placing the order.
- b. Designated Contracting Officer, Designated Contracting Officer's Representative, DOE-DCOR, and any other term or phrase intended to refer to an authorized representative of the United States Department of Energy or the United States of America shall be construed to mean "authorized representative" of the contractor or other entity placing the order.

G.02 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION

The Contractor shall use the DCO at the address provided in the Task Order as the point of contact for all matters regarding the Task Order except technical matters. The Point of Contact for the basic contract is identified in G.06 of this contract.

G.03 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR for this basic contract is listed below.

U. S. Department of Energy
Environmental Management Consolidated Business Center
_____ (To be inserted at the time of award)
250 East Fifth Street, Suite 500
Cincinnati, OH 45202
(xxx) xxx-xxxx
_____@emcbc.doe.gov

The DCOR for a Task Order will be identified in each individual Task Order.

G.04 SUBMISSION OF VOUCHERS/INVOICES

1. For task orders issued by offices of the U. S. DOE:

For each Task Order, the contractor shall submit invoices on Cost reimbursement Task Orders in accordance with FAR 52.216-7 - "Allowable Cost and Payment (DEC 2002)" and FAR 52.216-8 - "Fixed Fee (MAR 1997)". Firm-Fixed-price Task Orders with small businesses shall be paid in accordance with FAR 52.232-16 - "Progress Payments (APR 2003) ALTERNATE I (MAR 2000)" if progress payments are requested. Firm-Fixed-price Task Orders without progress payments will be paid upon completion of the Task Order in accordance with FAR 52.232-25, "Prompt Payment (OCT 2008)".

The contractor shall invoice the DCO under Task Orders monthly (or more frequently if approved by the DCO) for its charges and expenses properly allocable to work under each Task Order. The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, at a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire task contract. The charges for the current billing period (month) shall be accompanied by any relevant supporting documentation, such as time sheets or outside invoices. Any charges for travel include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of all receipts. The statement of cost must include a certification statement signed by a responsible official of the contractor. In some instances, copies of supporting bills and invoices may be requested

by the DCO. The invoice will be paid after approval and certification by the DCO of satisfactory contract performance.

The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://finweb.oro.doe.gov/vipers.htm>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) (Standard Form 1034) in accordance with the Payments provision to:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center, FM-71
200 Administration Road
Oak Ridge, TN 37830
1-888-251-3557

Submit one copy with all supporting documentation to the address specified in each Task Order.

2. For orders issued by authorized U. S. DOE contractors:

As specified in individual Task Orders.

G.05 SHIPMENT DELIVERY SCHEDULER

The contractor's Shipment Delivery Scheduler for this basic contract is listed below.

____ (To be inserted at the time of award)
Xx Energy Ave (TBD)
Anywhere, USA 1234 (TBD)
(xxx) xxx-xxxx
____@____.com

G.06 CONTRACTING OFFICER

The Contracting Officer for the basic contract is listed below:

U. S. Department of Energy
Environmental Management Consolidated Business Center
_____ (To be inserted at the time of award)
250 East Fifth Street, Suite 500
Cincinnati, OH 45202
(xxx) xxx-xxxx
_____@emcbc.doe.gov

The DCO for a Task Order will be identified in each individual Task Order.

G.07 OFFICE OF ENVIRONMENTAL MANAGEMENT TASK ORDER OMBUDS

(a) Pursuant to FAR 16.505(b)(5) and DEAR 916.505(b)(5), an ombuds has been appointed to facilitate the resolution of concerns regarding this acquisition from offerors, potential offerors, and others. The ombuds does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombuds may refer the party to another official who can resolve the concern.

(b) The existence of the ombuds does NOT affect the authority of the contracting officer.

(c) The ombuds does not disclose and is not required to disclose any information provided in confidence, except to address an imminent risk of serious harm. Records pertaining to a complaint, inquiry, or investigation are confidential and not subject to disclosure outside the ombuds' office. The ombuds does not reveal the identity of a complainant without that person's express consent. The ombuds may, at the ombuds' discretion, disclose non-confidential information and may disclose confidential information so long as doing so does not reveal its source. The ombuds will discuss any exceptions to the ombuds' maintaining confidentiality with the source of the information.

(c) Before consulting with the ombuds, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting the ombuds does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions). The ombuds shall not address any matters under protest to GAO.

(d) If resolution cannot be made by the contracting officer, concerned parties may contact:

Office of Environmental Management (EM) Task Order Ombudsman
EM-52/Forrestal Building
U.S. Department of Energy

1000 Independence Ave., S.W.
Washington, DC 20585

(e) The ombuds has no authority to render a decision that binds the agency.

(f) Do not contact the ombuds to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

G.08 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer (CO) – The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole and who is specified in G.06.

Contracting Officer's Representative (COR) – The Contracting Officer's designated representative whose responsibilities apply to the overall contract and who is specified in G.03. The extent of the COR's authority is defined in Section I Clause "Technical Direction".

For orders placed by the Government, use the following definitions:

Designated Contracting Officer (DCO) - The person with the authority to enter into contracts as defined in FAR 2.101 and who is assigned as responsible for the specific Task Order issued under this contract. The DCO shall be identified in each individual Task Order.

Designated Contracting Officer's Representative (DCOR) – The DCO's designated representative whose responsibilities apply to the specific Task Order issued under this contract and who is specified in the Task Order. The extent of the DCOR's authority is defined in Section I Clause "Technical Direction".

For orders placed by DOE Prime Contractors as defined in Clause H.09, substitute the following definitions:

Contractual Representative - For task orders (subcontracts) issued by authorized DOE Prime Contractors in accordance with Contract Clauses H.09 and H.27, the person with the necessary corporate authority to enter into a subcontract binding the corporation, who is responsible for the specific task order (subcontract) issued pursuant to the terms of this contract and who is identified in the Prime Contractor-issued task order (subcontract). This person is not a warranted Government contracting officer exercising the rights and authorities as defined in FAR 2.101 on behalf of the Government or DOE.

Technical Representative - For task orders (subcontracts) issued by authorized DOE prime contractors in accordance with Contract Clauses H.09 and H.27, the contractual representative's technical representative whose responsibilities apply to the specific Prime Contractor-issued task order (subcontract) pursuant to the terms of this contract and who is identified in the Prime Contractor- issued task order (subcontract). This person is not acting on or behalf of the government or the contracting officer stated in G.06.

DOE Prime Contractor – DOE Prime Contractor as used in Clause H.27 is a contractor that has a contract with the Department of Energy separate from this IDIQ contract. The term “DOE Prime Contractor” for purposes of clause H.27 does not mean this IDIQ contract between the contractor and the Department of Energy.

Context of clauses and provisions – Whenever it is necessary to make the clauses fit the context of a task order (subcontract) issued by a DOE Prime Contractor in accordance with Contract Clauses H.09 and H.27 and to derive proper meaning in a subcontract situation, the terms “DOE”, “Government” and “Contracting Officer” shall mean the Prime Contractor, except the terms “DOE”, “Government” and “Contracting Officer” do not change: (1) in the phrases “Government Property”, “Government-Furnished Property”, “Government Equipment” and “Government-Owned Equipment”, or where otherwise intended that title ownership or rights are to remain with the Government; or (2) where statute or regulation vests authority exclusively in specific agencies or officials; or (3) unless otherwise specifically modified in the Task Order and consented to by the DOE contracting officer.

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.01 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this Contract, the CO shall be the only individual under the basic contract and the DCO shall be the only individual under a Task Order authorized to:

- (a) Accept nonconforming material,
- (b) Waive any requirement of the Task Order, or
- (c) Modify any term or condition of the Task Order upon mutual consent.

H.02 REPORTING REQUIREMENTS

The Contractor shall prepare and submit the Deliverables as set forth in Section J, Attachment A, Deliverables, to the addressees, and in the required number of copies, as designated in the basic contract or as specified in the Task Orders.

H.03 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the DCO in writing, or as such disclosure may be authorized by the contract terms or as may be required by a court, Government agency, or regulatory agency, or as otherwise required by law. If the Contractor is required to make such disclosure, the Contractor shall immediately notify the DCO, and shall take such further efforts as necessary to minimize the disclosure. The foregoing obligations, however, shall not apply to:

- (1) Information, which, at the time of receipt by the Contractor, is in public domain;
- (2) Information which is published after receipt thereof by the Contractor, or otherwise becomes part of the public domain through no fault of the Contractor;

- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly and/or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the DCO, of such employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the DCO. From time to time, upon request of the DCO, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the Contractor's personnel.
- (e) This clause shall flow down to all subcontracts and consultants' agreements.

H.04 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Contractor, dated <insert date at time of award> and the Contractors Small, Small Disadvantaged, and Women-Owned Business Subcontracting Plan, dated <insert date at time of award>, and made in response to Solicitation No. DE-RP30-09CC00046 are hereby incorporated into this contract by reference.

H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

The Contractor shall notify the DCO, in writing, prior to any visit to a DOE facility by any foreign national in connection with the work being performed under the individual Task Order. This notification shall be made at least 45 days prior to the planned visit unless a shorter period is authorized by the COR.

H.06 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION

- (a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.
- (b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:
 - (1) Design of production facilities or utilization facilities;
 - (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
 - (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.
- (c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties, and in conformance with applicable DOE Orders.
- (d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.
- (e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished in accordance with applicable DOE orders.
- (f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the Task Order.

- (g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.
- (h) This article, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

H.07 PROTECTION OF CLASSIFIED MATTER

Documents originated by the Contractor or furnished by the DCO to the Contractor in connection with this Contract may contain classified matter. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with applicable DOE Regulations and Directives as specified in the Task Order.

H.08 ORDERING PROCEDURES

Prior to issuance of a Request for Task Proposal (RTP) or award of a Task Order, the DCO is required to verify that ceiling remains on the IDIQ contract(s). The DCO must notify the CO identified in Clause G.06 of the DCO's intention to issue an RTP or award a Task Order. This notification should be made in writing and will include the estimated dollar value of the Task Order. The CO will provide a response to the DCO within five days of their request for ceiling verification. Additionally, prior to issuance of an RTP or award of a Task Order under CLIN 0013 Unique MLLW/LLW Requiring Special Processing, the DCO is required to receive approval of the COR identified in Clause G.03. The DCO will provide a copy of the draft Performance Work Statement and the estimated dollar value of the effort to the COR.

For the work specified in the Performance Work Statement of this contract, the DCO may periodically issue Task Orders to one or more of these contractors, pursuant to the procedures set forth in this clause. The contractor shall commence performance upon the receipt of a Task Order signed by the DCO. Costs not attributed to the performance of each individual Task Order will not be allowed without the prior written consent of the DCO. The contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under this contract or any Task Order.

- (a) The contractor agrees that issuance of a task order in accordance with any of the procedures as described below is deemed to have provided the contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.
- (b) The DCO shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding \$3,000 unless one of the following statutory exceptions applies:

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee.

The Contracting Officer may offer a fair opportunity solely among small businesses awardees in accordance with FAR Part 19.

(c) Procedures for Issuance of Request for Task Proposals:

The DCO will furnish the contractor(s) with a Request for Task Order Proposal (RTP) which will include, at a minimum:

- (1) A description of the specified work and deliverables required, including the site location;
- (2) The anticipated performance period;
- (3) A description of the Task Order type;
- (4) Any property, material or services to be made available for performance of the order; and
- (5) Any other pertinent information, such as applicable Service Contract Act Wage rates, site visit date, Certificate of Current Cost or Pricing Data.
- (6) A reasonable response time
- (7) Basis for award of the Task Order
- (8) For Task Orders exceeding \$5M, the following additional information will be provided:
 - a. A notice of the Task Order that includes a clear statement of the requirements
 - b. Disclosure of the significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance, if award is to be made based upon other than low price technically acceptable
- (9) The contractor shall, within the time specified in the RTP, provide the required number of copies of the proposal as set forth in the RTP. The contractor's proposal shall address the requirements as specified in the RTP which includes the requirement for cost and technical information.
- (10) At no time shall the contractor propose a price higher than listed on Section J, Attachment B, Price List for CLINs 0001-0012 and 0014.

- (d) In issuing tasks under this procedure, the DCO may base the issuance on factor(s) that he or she deems appropriate in the exercise of sound business judgment. This includes low cost technically acceptable and best value determinations.
- (e) At the conclusion of discussions/negotiations, if requested by the DCO, the Contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable.
- (f) For CLINS 0001-0012, & 0014, the DCO may order directly off the price list.
- (g) The Task Order issued will include the following information, but is not limited to:
 - (1) Date of the order;
 - (2) Contract and Task Order numbers;
 - (3) Performance-Based Statement of Work, including references to applicable specifications;
 - (4) Task Order Performance Period
 - (5) Task Order deliverables;
 - (6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
 - (7) The total dollar value of the Task Order, and appropriate breakout for the specific task order type, if applicable;
 - (8) Accounting and appropriation data;
 - (8) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and
 - (9) Any other pertinent information deemed necessary to the performance of the order.
- (h) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for
 - (1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or
 - (2) A protest of a Task Order valued in excess of \$10 million. Protests of Task Orders in excess of \$10 million may only be filed with the Government Accountability Office through May 27, 2011, or as extended by statute, in accordance with the procedures at FAR [33.104](#).
- (i) To ensure that all contractors are afforded a fair opportunity to be considered for task or delivery orders pursuant to FAR 16.5 the DOE has a Task Order Ombuds. The purpose of the Ombuds is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractor(s) not receiving a specific task and to work to resolve the matter. When requested, the Ombuds will maintain strict

confidentiality as to the source of the concern. The Ombuds does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes, in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5. Interested parties may contact the Ombuds with concerns or disagreements.

H.09 TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS

Any DOE Prime Contractor performing environmental cleanup services for DOE is authorized to use the terms and conditions of this contract and may place orders as subcontracts in accordance with FAR Part 44, *Subcontracting Policies and Procedures*, and the terms of this prime contract between the DOE and the Prime Contractor for services described in Section C, Performance Work Statement, directly with the IDIQ Contractor as provided herein:

- (1) Is within scope of this IDIQ contract,
- (2) Is consistent with all of the terms and conditions of the IDIQ contract except for those clauses/provisions that have been identified as peculiar to the Government procurement (disputes resolution, prompt payment, and payment by electronic funds transfer), as well as specific provisions that may be applicable to work performed on a particular DOE site. These provisions will be identified and addressed in the specific order (subcontract) issued by the DOE Prime Contractor.
- (3) Orders shall be within the maximum order quantity limitation identified in Section B.03, and
- (4) Provided that the Contracting Officer for the DOE prime contract has specifically authorized, in writing, the placement of such subcontracts using the same terms and conditions of this contract. Before providing such approval, the Contracting Officer for the DOE prime contract, shall have coordinated with the IDIQ Contracting Officer identified in G.06 and obtained approval to use this IDIQ contract's identical terms and conditions except as specifically set forth in this clause.

The Government shall not be liable under this Contract for any subcontracts/orders entered into by such DOE Prime Contractors. Additionally, the DOE Prime Contractor may use substantially similar forms that meet the intent of the attached forms contained in Part III – Section J. The DOE Prime Contractor and the IDIQ Contractor shall execute a separately signed subcontract document that incorporates the terms and conditions of this IDIQ contract. However, while such subcontracts/orders are considered to create privity of contract only between the DOE Prime Contractor and the IDIQ Contractor that have entered into the subcontract/task order, the total dollar value of the subcontract/task order shall apply to the maximum order quantity under B.03.

H.10 ADMINISTRATIVE INFORMATION

- (a) DCOs as anticipated in FAR 52.216-18, Ordering are: (1) all DOE Contracting Officers, and (2) DOE prime contractors. For the purposes of this contract, all Ordering officials (Federal and contractor) are generically referred to as DCOs as defined in clause G.08, Definitions.
- (b) The DCO is responsible for all Task Order activities including requesting Task Proposals, evaluating for award, awarding, funding, all administrative activities and evaluating contractor performance. For tracking purposes, the CO will issue four-digit tracking number to each individual Task Order awarded under this contract. This tracking number will be specified in Section G of the Task Order and will include two alpha characters for the ordering office and two numeric characters for the task sequence (such as OR01).
- (c) The DCO will provide a copy of issued Task Orders and Task Order modifications to the CO identified in Section G.06. Copies of performance evaluations on completed Task Orders, or Task Orders that are in process, will also be provided to the CO identified in Section G.06. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The CO will also provide past performance information for work performed under this contract to the DCO.

H.11 SECURITY

- (a) Responsibility: It is the Contractor's duty to safeguard all classified information, any information designated as sensitive and not subject to disclosure that may be provided either for Task Order proposal preparation or performance, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft of Government assets. If Special Nuclear Material is entrusted to the Contractor during performance of this contract, it shall not be retained after the completion or termination of the contract.
- (b) Subcontracts and purchase orders. Except as otherwise authorized in writing by the DCO, the Contractor shall insert a provision to the foregoing in all subcontracts and purchase orders under this contract and any Task Orders.
- (c) Specific security requirements shall be specified under individual Task Orders.

H.12 PERSONNEL SECURITY CLEARANCES

Specific personnel security requirements shall be specified under individual Task Orders.

H.13 CONTRACTOR'S PROGRAM/TASK MANAGER

- (a) The contractor shall designate a Task Manager for each Task Order issued under the Contract. The Task Manager will be the contractor's authorized supervisor for technical and administrative performance of all work there under. The Task Manager shall provide the single point of contact between the contractor and the DCOR under this contract. All administrative support for the contractor's personnel required to execute the Task Order shall be the responsibility of the Contractor.
- (b) The Contractor shall also designate a single point of contact to receive Requests for Task Proposals from the DCO.
- (c) The Contractor's Task Manager shall receive and execute, on behalf of the contractor, such technical directions as the DCOR may issue within the terms and conditions of the contract.

H.14 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The contractor is required to comply with the following in accordance with the applicable DOE Order 221.1A Reporting Fraud, Waste and Abuse to the Office of Inspector General:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations or suspicions of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The contractor employees should also report to the DOE IG any allegations of reprisals taken against contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.15 NON-SUPERVISION OF CONTRACTOR EMPLOYEES BY THE GOVERNMENT OR ITS CONTRACTORS

No Government or Ordering Activity/Waste Generator site contractor employee shall exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the

contractor's management, who in turn is responsible for contract performance to the Government.

H.16 APPLICABILITY OF DOE ORDERS

The contractor shall comply with all applicable DOE Orders (<http://forms.doe.gov/>) in Section J, Attachment C as incorporated in the individual Task Orders. Additional DOE Orders may be included at the Task Order level as required.

H.17 CONTRACTOR-FURNISHED MATERIAL

The contractor shall provide all materials and supplies necessary to perform the work as specified in the Task Order. Materials and supplies provided shall be of acceptable industrial grade and quality and in compliance with any applicable industry standards (e.g., Underwriters Laboratories, etc.). All such materials and supplies must be compatible and operate safely with existing systems equipment.

H.18 ENVIRONMENTAL PROTECTION

The contractor shall comply with applicable Federal, State, and local laws and with the applicable regulations and standards regarding environmental protection of the public and the environment. All environmental protection matters shall be coordinated with the DCO or the DCOR. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by contractor negligence, the contractor shall reimburse the Government for the amount of the fine and other costs. The contractor shall also cleanup any oil spills, releases of hazardous substances, hazardous wastes, and hazardous materials resulting from the contractor's operations. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of civilian personnel and surrounding communities.

The contractor shall comply with 40 CFR Part 311, and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan as required by the Task Order.

H.19 PASSES AND BADGES

For Task Orders requiring work to be performed on DOE sites, all contractor employees shall obtain the required employee and vehicle passes for the specific Task Order project as appropriate. The contractor shall, prior to the start of on-site work, submit to the DCO or the DCOR an estimate of the number of employees expected to be utilized at any one time on the Task Order. The work site shall issue badges without charge. The contractor shall turn in badges for employees: (i) who are no longer working on the contract; (ii) who no longer require access; (iii) when their badge expires; or (iv) when the contract

expires or is terminated. When appropriate, badges shall be returned to the DCOR or work site's security office within 10 days.

H.20 ACCESS TO BUILDINGS

This provision applies to all Government/Government supported sites that require the contractor to work in or near radioactively contaminated facilities/soils/water.

It shall be the contractor's responsibility, through the DCO or the DCOR, to obtain access to the buildings and arrange for the buildings to be opened and closed for the following:

(a) For minor work of two hours or less duration, the contractor shall contact the building manager and security organization.

(b) For major work, defined as work in excess of two hours duration, and/or work that will create dust or noise, the contractor shall contact the DCO or the DCOR at least one week in advance of the start of the work. The contractor must provide a description of the work, the number of workers required, and duration of the work.

Keys may be issued to the contractor; however, it shall be the contractor's responsibility to make adequate arrangements for security of the building at the end of each work day.

Access to tenant spaces must be scheduled with the DCO or the DCOR at least ten (10) days in advance. Notice must include names of employees to be admitted, expected arrival time, and visit duration. Buildings that require an escort will be identified in the solicitation for a specific project. All access will be during normal working hours, Monday through Friday, as specified in the Task Order.

The contractor shall arrange its on-site work so that it will not interfere with normal work site business. In no event shall the contractor change approved work schedules without the prior written consent of the DCO or the DCOR.

If the contractor desires to work on Saturday, Sunday, holidays, or outside the project site's normal working hours, which normal working hours will be specified in the Task Order, it may submit a request for approval to the DCOR at least seven (7) working days prior to the proposed start of such work.

H.21 CONTRACTOR EMPLOYEES

Upon receipt of notice of award of each Task Order, the contractor shall provide the DCO Officer or the DCOR with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.

The contractor shall furnish sufficient personnel to perform all work specified within the Task Order. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

For Government/Government supported sites: No employee or representative of the Contractor will be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States, unless otherwise authorized in the Task Order.

H.22 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below by which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there-from;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- g. claims for bodily injury or property damage arising out of completed operations; and,
- h. claims involving contractual liability insurance applicable to the Contractor's obligations.

The insurance required by this special provision shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained

without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of insurance acceptable to the DCO shall be filed with the DCO prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DCO. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

H.23 SERVICE CONTRACT ACT

The Clause "Service Contract Act of 1965" is applicable and located in the Contract Clauses Section (Section I) of this Contract. In the performance of this contract, the Contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determination(s) for Service Contract Act covered work, as defined in the individual Task Orders.

H.24 DISPUTES

In addition to any other clauses contained herein related to Disputes and/or the Contract Disputes Act of 1978, any dispute between the Contractor and the Ordering Officer shall be put into writing and submitted to the DCO identified in the Task Order for resolution.

H.25 WASTE GENERATOR RESPONSIBILITIES/GOVERNMENT FURNISHED RESOURCES

The Ordering Activity/Waste Generator shall provide the following, as applicable, unless otherwise specified in the individual task order. Additional Waste Generator or Government furnished resources may be identified in the individual Task Order.

1. Select all containerized material and deliver in accordance with an agreed-to schedule, to a designated staging area at a DOE site.
2. Develop staging areas on the DOE sites where containerized waste will be loaded before the material is transported to the contractor facility.
3. Obtain necessary approvals or exemptions to DOE Order 435.1, *Radioactive Waste Management*, to allow radioactive waste to be stored, treated, or disposed of, at a non-Federal facility.

4. Provide National Environmental Protection Act (NEPA) documentation, as required.
5. Provide required characterization data to meet RCRA, TSCA, DOT, and vendor waste profile requirements to ship the wastes off-site.
6. All wastes to be treated under this contract were generated at Government facilities or under Government contracts and responsibility for the waste remains with the Government origin site until accepted by the contractor. DOE title and responsibility over the waste will cease once accepted by the BSFR or disposal contractor.
7. If the Government is the shipper of record, the Ordering Activity/Waste Generator is responsible for all markings, labeling, packaging, containers, carriers, and shipment of LLW and MLLW, and costs incidental to and associated with, the delivery of the radioactive waste to the contractor's facility. Provide all equipment and labor, and load all containerized waste on transport vehicles at the staging areas. Review all marking, labeling, and placarding as required by DOT Hazardous materials regulations 49 CFR 172 Subparts D, E, and F after loading the waste. Perform health physics surveys and release the waste for off-site transport. Complete shipping papers and manifests for each load of waste being transported to the vendor's treatment facility. Packaging, markings, containers and carrier requirements shall be in compliance with current applicable regulations, laws, ordinances, contractor licenses, and the following DOT CFR:
 - (a) 49 CFR Part 172 – *Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements.*
 - (b) 49 CFR Part 173 – *Shippers – General Requirements for Shipments and Packaging.*
 - (c) 49 CFR Part 178 – *Specification for Packaging.*

Claims arising from non-compliance with DOT Title 49 CFR – Transportation and discrepancies occurring in transit through the completion of off-loading are a matter for settlement between the Ordering Activity and the carrier.

H.26 AUTHORIZED USERS

1. All DOE Offices, Laboratories, and Project Offices, including DOE prime contractors are authorized to place Orders under this contract.
2. Other users may be authorized, in writing, by the DOE CO on a case-by-case basis. Inquiries shall be directed to the DOE CO, as documented in Section G, *Contract Administration Data*.

H.27 MOST FAVORABLE RATE

The contractor shall provide the parties covered under this contract (Federal Government, DOE, and DOE Prime contractors) the lowest priced unit rates and/or discounted rate (by CLIN) afforded to any of its customers *for identical wastes*. If at anytime the contractor provides a lower rate/discounted rate to a customer outside of this contract the contractor shall notify the Contracting Officer within 3 workdays. The lower rate/discount shall be applied to this contract by way of a bi-lateral contract modification within 30 days of the utilization of the lower rate. The new lower rate/discount shall apply to any future Task Orders issued. The new lower rate/discount will not affect the pricing on Task Orders in effect at the time of the price change.

H.28 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS

The contractor acknowledges that the organization issuing a Task Order under this contract may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The contractor agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the contractor, its own local site-specific terms and conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and Federal laws and regulations. These site-specific and Task Order-specific Terms and Conditions shall only apply to the Task Order(s) into which they are incorporated.

All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract shall control.

H.29 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.30 QUALITY ASSURANCE (QA)

The Contractor shall implement a DOE-approved QAP that meets the requirements of the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to QA.

EM requires that ASME NQA-1, 2004, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2007 be implemented as part of the

Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

The contractor shall be compliant with EM QAP (EM-QA-001) for those facilities and activities funded by EM that are regulated by the NRC or an Agreement State.

Contractors have two options for complying with this contract requirement:

1. Submit existing Quality Assurance Plan and demonstrate its equivalency to DOE Order 414.1C and EM-QA-001 requirements.
2. Develop and submit a new QAP pursuant to DOE Order 414.1C and EM-QA-001.

DOE will review the Contractor's QA Plan and determine if it meets the requirements of EM-QA-001. If DOE determines that the Contractor's QA Plan is not compliant with EM-QA-001, it will give the contractor an opportunity to revise its QA Plan in order to make it compliant. If the contractor is unable to make its plan compliant, then the government reserves the right to terminate the contract for cause. Under no circumstances shall the contractor perform any services under the contract until DOE has approved its QA Plan.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes that reduce the level of commitments affecting nuclear safety shall be approved before implementation by the Contractor.

H.31 PERMITS & LICENSING

At the time of Task Order award, the Ordering Office shall verify that all required license and permits are in place and remain valid throughout the period of performance of a Task Order. The Ordering Office shall not place a Task Order with a contractor whose license has been suspended or who no longer holds the necessary permits. The Ordering Office shall not place a Task Order with a contractor who has not yet received the required license and permits.

H.32 DOE-H-1044 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (APR 2009) (APPLIES TO TASK ORDERS WITH ARRA FUNDING ONLY)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5,

(Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds -- the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean

any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect

information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act Reporting Requirements.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

H.33 ESCALATION

Section J, Attachment B, Price Lists, includes firm fixed unit prices for the five (5) year ordering period of the contract. For task orders which extend beyond the ordering period, the firm fixed unit prices shall be escalated for years 6-10, as applicable. Escalation shall be based on a standard 3.8% escalation rate over the previous years' prices or based on escalation of the Consumer Price Index (CPI), whichever is lower. For purposes of this contract, the CPI is the CPI for all urban customers – U.S. City average all items, 1982-4 = 100 (Series ID: CUUR0000SAO). The annual escalation based on CPI shall be determined based on an annual comparison and shall be calculated using the base period of the CPI for the preceding calendar year to the CPI for the current calendar year; the annual escalation shall be rounded to the nearest tenth of a percent. In no case shall the annual escalation exceed 3.8%. The escalation determination will be made each year by the DCO.

PART II - SECTION I**CONTRACT CLAUSES****INDEX****FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES**

<u>Clause No.</u>	<u>Full Text Clauses (included at the end of this section)</u>
I.01 FAR 52.216-18	ORDERING (OCT 1995)
I.02 FAR 52.216-19	ORDER LIMITATIONS (OCT 1995)
I.03 FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
I.04 DEAR 952.242-70	TECHNICAL DIRECTION (DEC 2000)

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

FAR 52.202-1	DEFINITIONS (JUL 2004) AS MODIFIED BY DEAR 952.202-1 (MAR 2002)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
FAR 52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (MAR 2009)
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
FAR 52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (MAR 2009)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED. SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
FAR 52.215-2	AUDIT AND RECORDS--NEGOTIATION (MAR 2009)
FAR 52.215-2	AUDIT AND RECORDS--NEGOTIATION. (MAR 2009) – ALTERNATE I (MAR 2009)

FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
FAR 52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
FAR 52.216-22	INDEFINITE QUANTITY (OCT 1995) (d) “Seven years after effective date of the contract”
FAR 52.217-8	OPTION TO EXTEND SERVICES (NOV 1999) (e) “30 days from the end of the term of the contract”
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008), ALTERNATE II (OCT 2001)
FAR 52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
FAR 52.222-3	CONVICT LABOR (JUN 2003)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (SEP 2006)
FAR 52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
FAR 52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
FAR 52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
FAR 52.222-49	SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989) (a) “TBD” (to be completed in each applicable order), “TBD” (to be completed in each applicable order)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)

FAR 52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
FAR 52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (DEC 2007) (j) "TBD" (to be completed in each applicable order)
FAR 52.227-14	RIGHTS IN DATA – GENERAL (DEC 2007)
FAR 52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
FAR 52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
FAR 52.232-17	INTEREST (OCT 2008)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
FAR 52.232-25	PROMPT PAYMENT (OCT 2008)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
FAR 52.233-1	DISPUTES (JULY 2002) ALTERNATE I (DEC 1991)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)
FAR 52.242-13	BANKRUPTCY (JUL 1995)
FAR 52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
FAR 52.244-2	SUBCONTRACTS (JUN 2007) (d) "TBD" (to be completed in each applicable order) (j) "TBD" (to be completed in each applicable order)
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2009)
FAR 52.245-1	GOVERNMENT PROPERTY (JUN 2007)
FAR 52.245-9	USE AND CHARGES (JUN 2007)
FAR 52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC2000)
DEAR 952.204-2	SECURITY REQUIREMENTS (MAY 2002)
DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)
DEAR 952.208-70	PRINTING (APR 1984)
DEAR 952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
DEAR 952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALLY (APR 1984)

DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

DEAR 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT – SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (JAN 2004)

DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)

DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)
NOTE: “List of Applicable Laws, Regulations, and DOE Directives” included at Section J, Attachment C, to this contract

DEAR 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)

COST REIMBURSEMENT CLAUSES

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
(a)(3) “TBD” (to be completed in each applicable order)

FAR 52.216-8 FIXED FEE (MAR 1997)

FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
(a) “TBD” (to be completed in each applicable order)

FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)

FAR 52.232-20 LIMITATION OF COST (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)

FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

FAR 52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) ALTERNATE I (APR 1984)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

FIXED PRICE CLAUSES

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

FAR 52.232-1 PAYMENTS (APR 1984)

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

FAR 52.232-11 EXTRAS (APR 1984)

FAR 52.232-16 PROGRESS PAYMENTS (APR 2003) ALTERNATE I (MAR 2000)
(l) “TBD” (to be completed in each applicable order)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE I (APR 1984)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED- PRICE) (MAY 2004)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

FULL TEXT CLAUSES

I.01 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years after date of contract award.
- (b) All delivery orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, the contract shall control.
- (c) If mailed, a delivery order or Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.02 FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of \$24,900,000.00;
 - (2) Any order for a combination of items in excess of \$24,900,000.00; or
 - (3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.03 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of the FAR may be accessed at <http://www.arnet.gov/far>. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>

I.04 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

NOTE: The term CO in relation to the basic contract should be read to mean the individual identified in clause G.06. In relation to Task Orders, the term CO should be read as DCO as identified in G.06. The term COR in relation to the basic contract should be read to mean the individual identified in clause G.03. In relation to Task Orders, the term COR should be read as DCOR as identified in G.03.

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Performance Work Statement.
 - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - (1) Constitutes an assignment of additional work outside the Performance Work Statement;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"

- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**SECTION J
LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Description</u>
A	DELIVERABLES
B	PRICE LIST
C	LIST OF APPLICABLE LAWS, REGULATIONS, AND DOE DIRECTIVES

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****ATTACHMENT A - DELIVERABLES**

(all days are calendar days unless otherwise specified)

Number	Description	Due Date	Contract Reference
1	Notice to Transport	5 days after approval	C.04.1.8, C.04.2.8
2	Record of Transportation Survey	Within 5 days of request	C.04.1.9, C.04.2.9
3	Notification of Contamination	Within 24 hours of detection	C.04.1.9, C.04.2.9
4	Date for Delivery	Upon receipt of shipment data	C.04.1.11.b, C.04.2.11.b
5	Notification of Transportation Infraction	Within 24 hours of discovery by telephone/in writing within 48 hours	C.04.1.13, C.04.2.13
6	Notification of Damage to Conveyances	Within 24 hours of incident	C.04.1.17, C.04.2.16
7	Notification of Storage Limit	60 days prior to exceeding storage limit.	C.04.1.19
8	License and Permit documentation	Within 15 days of request	C.04.1.21, C.04.2.20
9	Notification of treatment processing	10 days prior to start	C.04.1.22
10	Laboratory Certifications and associated information	Within 10 days of request	C.04.1.23, C.04.2.21
11	Documentation of treatment	Within 15 days of completion of treatment	C.04.1.24
12	Notification of Notice of Violation	Within 24 hours of receipt	C.04.1.25, C.04.2.22
13	Notification of event impacting schedule	Within 48 hours of discovery	C.04.1.26, C.04.2.23
14	Waste Treatment Report	Annual	C.04.1.27
15	Final Summary Report	30 days after completion of work under the contract	C.04.1.27
16	Contract Closeout Plan	30 days after completion of work under the contract	C.04.1.28, C.04.2.24
17	Nonconformances	Within 24 hours of	C.04.1.30, C.04.2.26

		discovery by telephone/in writing within 48 hours	
18	Review of Waste Generator Sampling and Analysis Plans	Within 30 days of DOE request	C.04.1.34
19	BSFR Title Transfer/Certification of Release	15 days after approval	C.04.2.5, C.04.2.19
20	Financial Reporting	As specified in each Task Order	G.04
21	Quality Assurance Plan	Within 30 days after award	H.30

All deliverables are in contractor format unless otherwise specified in the basic contract or Task Order.

Addressees for Distribution

Addressees 2 through 4 are located at the address below:

U. S. Department of Energy

ATTN:

EM Consolidated Business Center

250 East Fifth Street, Suite 500

Cincinnati, OH 45202

1. TBD, EM-12 Office of Disposal Operations
2. TBD, Contracting Officer, Office of Contracting
3. TBD, Director, Finance Division
4. TBD, Contract Specialist, Office of Contracting
5. Designated Contracting Officer, will be identified in each Task Order
6. Designated Contracting Officer's Representative, will be identified in each Task Order

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****ATTACHMENT B – PRICE LIST****CLIN 0001, LLW Sort/Segregate/Survey****Description:**

- No RCRA, TSCA wastes.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- *[Offeror fill in...]*

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
B-25 Box					
Super-sack					
Inter-modal					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i> <i>[Offeror fill in Surcharges]</i>					

CLIN 0002, LLW Compaction**Description:**

- No RCRA, TSCA wastes.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- *[Offeror fill in...]*

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
B-25 Box					
Super-sack					
Inter-modal					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i> <i>[Offeror fill in Surcharges]</i>					

CLIN 0003, LLW Thermal Treatment of Solids**Description:**

- No RCRA, TSCA wastes.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- [Offeror fill in...]

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
CLIN 0003A, Soils					
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
CLIN 0003B, Sludges					
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
CLIN 0003C, Debris					
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
B-25 Box					
Super-sack					
Inter-modal					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation of residue					
Other Site- and Facility-					

specific surcharges [Offeror fill in, e.g., Sort/Segregate/Survey, High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...					
[Offeror fill in Surcharges]					

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CLIN 0004, LLW Solidification/Stabilization**Description:**

- No RCRA, TSCA wastes.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).
- Scope includes basic treatment to meet packaging and waste form requirements (difficult wastes and those requiring unique processes shall be treated under CLIN 0013, Unique MLLW/LLW Requiring Special Processing).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- [Offeror fill in...]

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
CLIN 0004A, Soils					
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
CLIN 0004B, Sludges					
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
CLIN 0004C, Debris					
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
≤ 55 gallon drum					
85 gal drum					
110 gal drum					
B-25 Box					
Super-sack					
Inter-modal					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					

NTS Characterization and Documentation					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., Sort/Segregate/Survey, High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

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CLIN 0005, LLW Macroencapsulation**Description:**

- No RCRA, TSCA wastes.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).
- Macroencapsulation requirements assumed to be equivalent to those used for MLLW (e.g., for packaging, not to meet EPA treatment standards. Difficult wastes and those requiring unique processes shall be treated under CLIN 0013, Unique MLLW/LLW Requiring Special Processing).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- [Offeror fill in...]

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
B-25 Box					
Super-sack					
Inter-modal					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation					
Other Site- and Facility-specific surcharges [Offeror fill in, e.g., Sort/Segregate/Survey, High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...					
[Offeror fill in Surcharges]					

CLIN 0006, LLW Solidification/Stabilization of Liquids**Description:**

- No RCRA, TSCA wastes.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below. **Difficult wastes and those requiring unique processes shall be treated under CLIN 0013, Unique MLLW/LLW Requiring Special Processing**).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- *[Offeror fill in...]*

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i> <i>[Offeror fill in Surcharges]</i>					

CLIN 0007, LLW Thermal Treatment of Liquids**Description:**

- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).
- PCB waste included as surcharge.

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- *[Offeror fill in...]*

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation of residue					
PCBs					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

CLIN 0008, MLLW Thermal Treatment of Liquids**Description:**

- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).
- PCB waste included as surcharge.

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- *[Offeror fill in...]*

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation of residue					
PCBs					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

CLIN 0009A, MLLW Vacuum-Assisted Thermal Desorption**Description:**

- Soils, sludges, debris, liquids.
- Organics, RCRA metals and/or mercury.
- Stabilization for leachable metals.
- Condensate disposal included.
- PCB waste included as surcharge.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- [Offeror fill in...]

Mass Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
CLIN 0009A, Soils					
Offeror propose tiers in kg.					
....					
....					
....					
CLIN 0009AB, Sludges					
Offeror propose tiers in kg.					
....					
....					
....					
CLIN 0009AC, Debris					
Offeror propose tiers in kg.					
....					
....					
....					
CLIN 0009AD, Liquids					
Offeror propose tiers in kg.					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and					

Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation of residue					
PCBs					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., High Total Organic, High Mercury, Sorting/Segregating Prior to VTD Macroencapsulation/Stabilization after treatment, Content High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

CLIN 0009B, MLLW Other High Temperature Technologies**Description:**

- Soils, sludges, debris, liquids.
- Organics, RCRA metals and/or mercury.
- Stabilization for leachable metals.
- Condensate disposal included.
- PCB waste included as surcharge.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- [Offeror fill in...]

Mass Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
CLIN 0009BA, Soils					
Offeror propose tiers in kg.					
....					
....					
....					
CLIN 0009BB, Sludges					
Offeror propose tiers in kg.					
....					
....					
....					
CLIN 0009BC, Debris					
Offeror propose tiers in kg.					
....					
....					
....					
CLIN 0009BD, Liquids					
Offeror propose tiers in kg.					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and					

Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation of residue					
PCBs					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., High Total Organic, High Mercury, Sorting/Segregating Prior to VTD Macroencapsulation/Stabilization after treatment, Content High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

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CLIN 0010, MLLW Stabilization**Description:**

- Soils, sludges, debris.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- *[Offeror fill in...]*

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
CLIN 0010A, Soils					
Offeror propose tiers in Drum Equivalents					
....					
....					
CLIN 0010B, Sludges					
Offeror propose tiers in Drum Equivalents					
....					
....					
CLIN 0010C, Debris					
Offeror propose tiers in Drum Equivalents					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation of residue					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., PCBs, High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

CLIN 0011, MLLW Macroencapsulation**Description:**

- Debris.
- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- [Offeror fill in...]

Volume Treated	Price Per Task Order, \$ per 55 gallon drum equivalent (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in Drum Equivalents					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation of residue					
Other Site- and Facility-specific surcharges [Offeror fill in, e.g., PCBs, High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...					
[Offeror fill in Surcharges]					

CLIN 0012, MLLW Treatment of Elemental Hg**Description:**

- Assume commercial disposal waste characterization requirements (provide surcharge for NTS in table below).

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- [Offeror fill in...]*

Mass Treated	Price Per Task Order, \$/kg (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
Offeror propose tiers in kg.					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
B-25 Box					
Super-sack					
Inter-modal					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
NTS Characterization and Documentation					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., Sort/Segregate/Survey, PCBs, High Alpha Activity, High Gamma Activity, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

CLIN 0014, Bulk Survey For Release**Description:**

- Very low concentration LLW.
- No RCRA or TSCA constituents.
- Packages received using intermodals, supersacks and B-25 boxes. Other containers are addressed as surcharges as provided in the table.

Site- and Facility-specific Constraints and Waste Acceptance Criteria:

- Applicable Landfill: *[Offeror fill in...]*
- *[Offeror fill in...]*

Mass Treated	Price Per Task Order, \$/kg (See Surcharges)				
	Base Year	Year 2	Year 3	Year 4	Year 5
CLIN 0014A, Soils					
Offeror propose tiers in kg.					
....					
....					
....					
CLIN 0014B, Debris					
Offeror propose tiers in kg.					
....					
....					
....					
Surcharges					
Container Handling:					
<= 55 gallon drum					
85 gal drum					
110 gal drum					
Custom container handling					
American Recovery and Reinvestment Act of 2009 (Section H.32)					
Other Site- and Facility-specific surcharges <i>[Offeror fill in, e.g., Sort/Segregate/Survey, transportation conveyance surcharge]...</i>					
<i>[Offeror fill in Surcharges]</i>					

PART III – LIST OF ATTACHMENTS, EXHIBITS, AND DOCUMENTS**SECTION J****ATTACHMENT C - LIST OF APPLICABLE LE REGULATIONS, AND DOE DIRECTIVES**

The Federal Laws and Regulations listed in the table below contain requirements normally relevant to the task order contract. These laws and regulations, and others, are imposed, as applicable, regardless of whether they are explicitly stated in the task order contract or not. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees. This list does not have to be provided in the task order contract, but it may be appended to the task order contract for information purposes. Omission of any applicable law or regulation from this list does not affect the obligation of the task order contractor to comply with such law or regulation pursuant to DEAR 970.5204-2, Laws, Regulations, and DOE Directives (Dec 2000). The task order contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Codes (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The task order contractor will notify DOE and a determination will be made regarding modification to the task order contract. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Regulation and Number	Regulation Title
10 CFR 61	Licensing Requirements for Land Disposal of Radioactive Waste
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management
10 CFR 835 or 10 CFR 20	Occupational Radiation Protection or Standards for Protection against Radiation
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851 or 29 CFR 1910	Worker Safety and Health Program or Occupational Safety and Health Standards
40 CFR 311	Worker Protection
49 CFR	Transportation
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 226.1A	Implementation of Department of Energy Oversight Policy
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 414.1C	Quality Assurance
DOE O 435.1	Radioactive Waste Management
DOE M 435.1-1	Radioactive Waste Management Manual
DOE O 450.1A	Environmental Protection Program

DOE P 450.4	Safety Management System Policy
DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE 5400.5	Radiation Protection of the Public and the Environment
EM-QA-001	EM Quality Assurance Program

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PART IV

SECTION K

U.S. DEPARTMENT OF ENERGY

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS**

SOLICITATION NO. DE-RP30-09CC00046

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from Offerors in connection with the award of contracts. To this end, all Offerors submitting a proposal in response to this solicitation shall complete the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. In addition, all Offerors must complete the representations, certifications, and other statements requested below.

TABLE OF CONTENTS

- K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006) (FAR 52.204-8)
- K.2 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000) (FAR 52.230-1)
- K.3 AGREEMENT TO USE NON-FEDERAL EVALUATORS
- K.4 SIGNATURE/CERTIFICATION

SECTION K

U.S. DEPARTMENT OF ENERGY

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS**

SOLICITATION NO. DE-RP30-09CC00046

**K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)
(FAR 52.204-8)**

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 562211 Hazardous Waste Treatment and Disposal,
- (2) The small business size standard is \$12.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000) (FAR 52.230-1)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K.3 AGREEMENT TO USE NON-FEDERAL EVALUATORS

DOE may employ non-Federal evaluators (including employees of DOE contractors) to assist in evaluating proposals submitted in response to Solicitation No. DE-RP30-09CC00046. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of signed Offer under this solicitation, the Offeror consents to such review by non-Federal evaluators.

K.4 SIGNATURE/CERTIFICATION

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street, City, State

SOLICITATION NUMBER

PART IV**REPRESENTATIONS AND INSTRUCTIONS****SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.01 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>
<http://professionals.pr.doe.gov/>

The following solicitation provisions are incorporated by reference:

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR 52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION
FAR 52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
FAR 52.222-22	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
FAR 52.222-24	FEB 1999	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
FAR 52.247-6	APR 1984	FINANCIAL STATEMENT
DEAR 952.219-70	MAY 2000	DOE MENTOR-PROTEGE PROGRAM
DEAR 952.227-84	FEB 1998	NOTICE OF RIGHT TO REQUEST PATENT WAIVER
DEAR 952.233-4	SEP 1996	NOTICE OF PROTEST FILE AVAILABILITY
DEAR 952.233-5	SEP 1996	AGENCY PROTEST REVIEW
DEAR 970.5223-3	DEC 2000	AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE FACILITIES

L.02 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL

- (a) The term “Offeror” as used in this Section L refers to the single legal entity submitting the offer, which may be a “contractor team arrangement” as that term is defined in FAR 9.601. The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.
- (b) Intention to Propose Notification. To enable DOE to anticipate the number of submissions to be evaluated, please complete the “Intention to Propose Notification” form (Attachment L-1) provided in this section, and fax the completed form to the addressee shown therein, not later than ten (10) calendar days prior to proposal due date.
- (c) Proposal Due Date. Proposals must be received in accordance with L.09. See FAR 52.215-1, which describes the treatment of late submission, modification, revision, and withdrawal of proposals.

- (d) Overall Arrangement of Proposal. This Solicitation requires Offerors to submit three separate volumes of written proposal information. Numbers of copies are shown below:

<u>Proposal Volume Title</u>	<u>Copies Required</u>
Volume I - Offer and Other Documents	1 original and 5 copies, 1 CD-ROM
Volume II - Technical Proposal	1 original and 5 copies, 1 CD-ROM
Volume III - Price/Cost Proposal	1 original and 5 copies, 1 CD-ROM

CD-ROMs shall be clearly labeled and contain files that can be read using Microsoft Office 2003. The CD-ROMs are provided for the convenience of the DOE. The written material constitutes the official Offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- (e) Page Limitation. A page limitation of **20** pages per CLIN proposed upon for Technical Requirements, and **4** pages per CLIN proposed for Experience is established for Volume II of the Proposal.
- (f) Page Count Exceptions. Volumes I and III have no page limitations. Every page of Volume II shall be counted towards the page limitation of the proposal, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, and Dividers/Tabs. Copies of licenses, permits, Waste Acceptance Criteria and Contractor Implementing Procedures shall be included as attachments to Volume II and will not be counted towards the page count limitation.
- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(h) Binding and Labeling. Each volume shall be separately bound in three-holed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, the copy number (i.e., sequentially number the required copies with the original being No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.

(i) Page Description.

1. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that, which is described in the text below, can be used for this information, however, other text reductions are unacceptable.
2. Graphs, tables and spreadsheets where necessary must be 10 point or larger Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Times New Roman font type.
3. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume and each side (front or back). Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.
4. Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.

(j) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the following items, as applicable, in the Offeror's proposal: section, sub-section, paragraph titles, and page numbers. Also, include a list of all tables and figures.

(k) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(l) Point of Contact. The Contracting Officer (CO) is the sole point of contact during the conduct of this procurement.

- (m) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.
- (n) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (o) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (p) Alternate Proposals. Alternate proposals are not solicited or desired, and will not be evaluated or accepted.
- (q) Joint Ventures and Teaming Arrangements. Offerors who submit a proposal as a joint venture shall provide full and complete information on each of the participating firms, as well as the proposed joint venture organization itself, with particular emphasis placed on the ability of the joint venture to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each joint venture or team member's roles and responsibilities in this effort.
- (r) Reading Room(s). A reading room(s) containing documents applicable to this solicitation is not available.
- (s) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:
1. EMCBC Radioactive Waste Treatment and Bulk Survey for Release:
http://www.emcbc.doe.gov/mlw_treatment/
 2. Federal Business Opportunities (FedBizOpps): <https://www.fbo.gov/>
 3. DOE Center--Doing Business with DOE: <http://e-center.doe.gov>
 4. Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR:
<http://www.arnet.gov/far/>
 5. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions:
<http://professionals.pr.doe.gov>

L.03 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS

- (a) Cover Letter. The cover letter shall include but not be limited to the following:
- (1) The solicitation number;
 - (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
 - (3) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
 - (4) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
 - (5) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
 - (6) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD DUNS number for each organization and new entity if one is being created;
 - (7) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Audit, and Equal Employment Opportunity); and
 - (8) A statement that the Offeror grants to the Department of Energy or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.
- (b) General Volume I, Offer and Other Documents, consists of the following documentation.

- (1) Standard Form (SF) 33, Solicitation, Offer, and Award
- (2) Representations and Certifications
- (3) Exceptions and Deviations Taken in Other Volumes
- (4) Size Status
- (5) Additional Information
- (6) Subcontracting Plan
- (7) Shipment Delivery Scheduler
- (8) Authorization to Release Form
- (9) Joint Ventures and Teaming Arrangements

The signed original of all documents requiring signature by the Offerors shall be contained in the original volume.

(c) Content.

- (1) Standard Form (SF) 33, Solicitation Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. The acceptance period entered on this form by the Offeror shall not be less than that prescribed in block 12 of the SF33, which shall apply if no greater period is offered. **Offerors must also return fully executed copies of all amendments issued.**
- (2) Representations and Certifications. Representations, Certifications and Other Statements of the Offeror (Part IV-Section K of the solicitation), shall be fully executed by an authorized representative of the Offeror.
- (3) Exceptions and Deviations Taken in Other Volumes. The Offeror should identify any exceptions or deviations to the terms and conditions of the contract. Any exceptions or deviations to the terms of this Contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the Contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the Contract.
- (4) Size Status. Offerors shall identify their company as one or more of the following: 1.) small business; 2.) 8(a) business; 3.) HUBZone small business; 4.) small disadvantaged business; 5.) woman-owned small business; 6.) veteran-owned small business; 7.) service-disabled, veteran-owned small business; or 8.) large business.
- (5) Additional Information. If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the government.

- (6) Subcontracting Plan. All large businesses shall provide a Small Business Subcontracting Plan in accordance with FAR 19.7. A Subcontracting Plan that does not propose to meet or exceed the goals outlined in DOE Policy Flash 2008-19 may make the offer unacceptable for award without discussions.
- (7) Shipment Delivery Scheduler. Offerors shall provide the fill-in information for Clause G.05 Shipment Delivery Scheduler. This information will be included in any resulting contract at the time of award.
- (8) Authorization to Release Information Form. Offerors shall complete and return Attachment L-2 Authorization to Release Information Form with their proposal.
- (9) Joint Ventures and Teaming Arrangements. Offerors who submit a proposal as a joint venture or as part of a teaming arrangement shall provide full and complete information on the management of any teaming arrangements that may be involved in the performance of work. Discuss each joint venture or team member's roles and responsibilities in this effort.

L.04 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II: TECHNICAL PROPOSAL

(a) Technical Requirements (limit 20 pages per CLIN)

In its proposal, the Offeror shall demonstrate a thorough understanding of the requirements, as well as demonstrate its capabilities to perform these requirements, for the CLIN(s) that it is proposing on as described in Section C. Approved licenses, permits, WAC, and requested documents will not be included in the 20 page per CLIN limitation.

FOR CLINs 0001-0013:

The following must be documented for each of the CLIN(s) for which the offeror is proposing in CLINs 0001-0012. If the offeror is proposing on CLIN 0013, Unique MLLW/BLW Requiring Special Processing, the offeror shall address these elements specifically for the Sample Task in Attachment L-3. Offerors must demonstrate that they meet or exceed the following acceptability standards for CLINs 0001-0013:

1. Provide evidence of possession of the licenses and permits necessary to treat the waste. If licenses and permits are not in the Offeror's possession at time of award, the Offeror must provide a Project Plan, which includes a resource-loaded schedule for obtaining such license and permits within six months after award (not included in page limitation).
2. Provide evidence of the treatment facility's approved waste acceptance criteria (not included in page limitation).

3. Demonstrate evidence of personnel and expertise necessary to perform the treatment of the waste by providing an organization chart with corresponding explanation of functions performed, lines of authority, certifications of appropriate personnel and any subcontractor functions.
4. Demonstrate evidence of equipment, material, supplies, and services necessary to perform the treatment of the waste by providing a description of these elements.
5. Provide evidence of the following approved program/procedures (not included in page limitation):
 - a. An ES&H Program in accordance with the NRC or Agreement State license requirements. Evidence includes copies of the ES&H Program and any associated implementation procedures;
 - b. A description of how the offeror will create and implement a compliant QA Program. It is not necessary to provide an actual QA Plan, rather the offeror shall provide either (1) evidence that its existing QA Plan is in accordance with license and permit requirements and EM-QA-001; or (2) a description of its ability to create and implement a QA Plan that is compliant with license and permit requirements and EM-QA-001.
 - c. Waste certification program in accordance with commercial and/or NTS disposal site requirements. Evidence includes a copy of the waste certification program and any associated implementation procedures. Although CLIN 0013 may include tasks involving commercial disposal rather than NTS disposal, for purposes of proposal preparation, use of an NTS certified program is required. There are three options for utilizing an NTS certified program:
 - (1) Offeror establishes and maintains a certified program (a certified program is required at time of proposal);
 - (2) Offeror utilizes another commercial entities' NTS certified program, through a subcontract or teaming arrangement;
 - (3) Offeror contracts with a DOE site contractor, e.g., through a Work for Others agreement, to utilize their certified program.

FOR CLIN 0014:

Offerors must demonstrate that they meet or exceed the following acceptability standards for BSFR:

1. Provide evidence of possession of the licenses and permits necessary to release the waste. If licenses and permits are not in the Offeror's possession at time of award, the Offeror must provide a Project Plan, which includes a resource-loaded schedule for obtaining such license and permits within six months after award (not included in page limitation).
2. Provide evidence of the offeror's BSFR release criteria for each landfill (not included in page limitation).

3. Demonstrate evidence of personnel and expertise necessary to perform the release of the waste by providing an organization chart with an explanation of functions performed, lines of authority, certifications of appropriate personnel and any subcontractor functions.
4. Demonstrate evidence of equipment, material, supplies, and services necessary to perform the release of the waste by providing a description of these elements.
5. Provide evidence of the following approved program/procedures (not included in page limitation):
 - a. An ES&H Program in accordance with the NRC or Agreement State license requirements. Evidence includes copies of the ES&H Program and any associated implementation procedures;
 - b. A description of how the offeror will create and implement a compliant QA Program. It is not necessary to provide an actual QA Plan, rather the offeror shall provide either (1) evidence that its existing QA Plan is in accordance with license and permit requirements and EM-QA-001; or (2) a description of its ability to create and implement a QA Plan that is compliant with license and permit requirements and EM-QA-001.
 - c. Waste release certification program in accordance with landfill release requirements. Evidence includes a copy of the waste certification program and any associated implementation procedures.

FOR CLIN 0015:

For the CLIN 0015, Ancillary Services, the Offerors must demonstrate that they meet or exceed the following acceptability standards specifically for the Sample Task in Attachment L-4.

1. Provide evidence of possession of licenses to perform transportation activities (not included in page limitation).
2. Demonstrate evidence of personnel capability to perform the activities of the Sample Task by providing an organization chart with an explanation of functions performed, lines of authority, certifications of appropriate personnel and any subcontractor functions.
3. Demonstrate evidence of equipment, material, supplies, and services necessary to perform the waste characterization and transportation by providing a description of these elements.
4. Provide a Project Plan for the Waste Characterization and Transportation of MLLW task as described in the Sample Task. It shall include all necessary requirements as specified in Section 3.0 of the Sample Task.

(b) Relevant Experience (limit 4 pages per CLIN proposed per Offeror/Teaming Partner/Major or Critical Subcontractor)—For all CLINs

Offerors must demonstrate that they meet or exceed the following acceptability standards for each of the CLIN(s) (CLINs 0001-0015) for which the Offeror is proposing.

Provide evidence of relevant experience (or in the case of a Contractor teaming arrangement, as defined in FAR 9.601, the members of the Offeror's team). The Offeror shall submit information on a contract/task order/project regarding its experience as well as relevant experience of any major subcontractors and if a newly formed entity, the experience of each of the members. The Offeror shall describe the depth of its role in the management and execution of the experience cited. The Offeror shall complete a Relevant Experience Information Form, Attachment L-5, for at least one (1) relevant and recent contract/task order/project, not more than three (3) years old, of experience for each CLIN proposed, demonstrating experience and capabilities in performing the scope of work. The Offeror shall also submit a Relevant Experience Information Form for any major or critical subcontractors and if a newly formed joint venture, limited liability partnership, or other entity, the experience of each of the members.

The Offeror shall describe its experience in accomplishing efforts relevant to those described in the Performance Work Statement (for each CLIN proposed), which must include technical requirements and performance, regulatory issues and interface with the disposal site. The description must relate to experience in the execution of operations relevant to the Performance Work Statement in size, scope, and complexity. Size is defined as dollar value and duration. Scope is defined as the type of work (CLIN, e.g., Vacuum-Assisted Thermal Desorption of MLLW, BSFR, etc.). Complexity is defined as challenges to successful contract performance.

To the extent that the experience relates to a parent organization or a "team member," the Offeror shall address that entity's role in performance.

L.05 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: PRICE/COST PROPOSAL

All price/cost information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation. All pages in the Volume III Price/Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The price/cost proposal shall be sufficiently complete so that cross referencing to other proposal volumes is not necessary. There is no page limitation on the price/cost proposal.

As the Price/Cost Proposal will be evaluated to determine such matters as the reasonableness and completeness of the price/cost, it should be accurate, complete, and well documented.

FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to perform work under the proposed CLINs. Information provided by the

Offeror shall include, but not be limited to, the financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. The same information shall be provided for all participants if the Offeror is a joint venture or other teaming arrangement. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

Pricing Tables - CLINs 0001-0012 & 0014 (Firm Fixed Price)

Section J, Attachment B contains spreadsheets for Firm-Fixed-Price unit rates. The Offeror shall provide the volume or mass pricing increments to appropriately reflect their facility operations. However, all quantities listed in the spreadsheets are drum equivalents for CLINs 0001-0011 or kg for CLINs 0012 and 0014. The Offeror shall also complete the “Site- and Facility-specific Constraints and Waste Acceptance Criteria” section of the spreadsheets. A commercial facility shall be assumed as the disposal site for pricing waste characterization and documentation requirements. The Offeror shall also provide NTS and American Recovery and Reinvestment Act surcharges (included in Surcharge section of each Price List), due to the more extensive requirements. The Offeror shall provide a completed Section J, Attachment B, Price List with proposed prices, documenting any additional, appropriate surcharges or constraints, necessary to perform services as set forth in the Performance Work Statement for each of the years and CLINs that the Offeror would like to be considered for award in Volume III. If an Offeror receives an award, these spreadsheets will be incorporated into the contract.

Sample Tasks - CLINs 0013 & 0015

The Offeror(s) interested in CLIN 0013 shall provide a cost reimbursement price for the Sample Task described in Attachment L-3. The Offeror(s) interested in CLIN 0015 shall provide a firm fixed price for the Sample Task described in Attachment L-4. These sample tasks are representative of the type of services that may be requested under these CLINs. The price will be used to evaluate the respective CLIN proposals; the proposed price for the sample task is for evaluation purposes only.

CLIN 0013 (Cost Plus Fixed Fee)

The Offeror(s) interested in CLIN 0013 shall provide a cost plus fixed fee price for the Sample Task described in Attachment L-3. The Offeror shall prepare its cost proposal for completion of the Sample Task described in Attachment L-3 for CLIN 0013, Unique MLLW/LLW Requiring Special Processing, in accordance with the following instructions:

- (1) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.

- (2) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross referencing to other proposal volumes is not necessary. **There is no page limitation on the cost proposal.** For proposal preparation purposes, Offerors shall assume an anticipated start date of October 1, 2009.
- (3) The Contractor shall propose Total Estimated Costs for the Sample Task and proposed Fixed Fee. This information shall be presented in Schedule 1 of the Cost Templates, Attachment L-6. The use of the schedules provided in the attached Cost Templates is mandatory. Additional instructions are provided with the Cost Templates.
 - a. **Total Cost** – The Total Cost represents the cost for the sum total of all activities associated with the completion of the Sample Task. The Total Cost shall directly relate and be specified by the Work Breakdown Structure specified in the attachments. Use of the government provided WBS structure, included at Attachment L-7, is voluntary. Use of an alternate WBS structure will be permissible. If an alternate WBS structure is used, the offeror will provide a crosswalk between the WBS structure provided and that used to price the offeror's cost proposal.
 - b. **Fixed Fee:** The Contractor shall propose a Fixed Fee for the completion of all Sample Task requirements by the completion date. The fixed fee shall be commensurate with risks associated with the Offeror's technical approach to the Sample Task.
- (4) The Offeror shall submit the cost portion of the proposal utilizing the Section L, Attachment L-6, Cost Templates and Instructions. The cost proposal shall include a breakdown of cost correlated with the PWS for the Sample Task and consistent with the Offeror's technical proposal (including the proposed resource loaded schedule (including critical path)) and the Summary of Costs by Cost Element Worksheet specified in Schedule 1 of the Cost Templates.
- (5) The Offeror shall provide a narrative description of how the proposed costs by cost element were derived, including a brief discussion of work scope; summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS); summary of estimating methods, process and assumptions; and other related information to provide a clear understanding of the Offeror's Basis of Estimate.
- (6) Cost data must be fully supported, documented and traceable. Offerors shall identify the source of proposed information; however, supporting information is not required to be provided for the Sample Task. Offerors shall also

identify which amounts in the cost proposals are based on actual and verifiable data and which elements are based on judgments. For amounts based on actual and verifiable data, evidence shall be included in the proposal. For amounts based on judgment, the offeror shall provide and discuss the judgmental factors used to project from the actual and verifiable data to the estimated value. Provide the basis for the cost estimate for each element, that is, how the rates were developed, the indirect rates are calculated and developed, selection of subcontractors/consultants, etc.

- (7) In addition, the cost information shall provide full traceability between the cost worksheets and be consistent with the following instructions:
- a. Cost Worksheets: A Summary of Costs by Cost Element Worksheet (Schedule 1) shall be completed in the format provided. This summary worksheet identifies the total cost proposed, by element, for the period of performance. For the prime offeror, the totals on this sheet must agree with ~~<deletion>~~ the element totals from Schedules 2 & 3 and the Summary of Costs by WBS Worksheet in Schedule 4. All costs shall be clearly linked to work scope through the WBS.

A separate set of worksheets is required for each JV/LLC Member or major or critical subcontractor. The sheets for the prime offeror shall include the subcontracted amounts on the subcontract line. If fee is proposed separately for the subcontractor, identify on the subcontractor sheet. If shared fee, report on the prime offeror sheet only.

Consolidated Schedules of Costs by Element (Schedules 2 & 3) will be provided for each element of cost proposed on Schedule 1. If a separate summary worksheet is required for a subcontractor as discussed above, separate Consolidated Schedules of Costs by Element will also be required for the subcontractor.

A Summary of Costs by WBS Worksheet (Schedule 4) shall be prepared to identify the total cost proposed, by WBS, for the period of performance. The total cost for all WBS must agree with the total in the Summary of Cost by Cost Element in Schedule 1. The totals on this worksheet shall include subcontractors. Separate sheets are not required for subcontractors.

A separate Detailed Costs by Individual WBS Worksheet (Schedule 5) shall be prepared for each WBS, for each fiscal year. JV/LLC Member/Subcontractor information can be provided on the same sheet as the prime offeror's costs. However, separate

sections of the spreadsheet shall be used for the subcontractors to provide traceability.

- b. **Cost Elements:** The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract cost (under \$5 million), supplies, travel/relocation, treatment cost, transportation cost (truck, rail, or other methods), disposal costs (by location), other direct costs, joint venture/LLC member/ other teaming arrangement/major or critical subcontractors (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable).
- (1) Indirect Rates. The Offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year. If the Offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the Offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, other teaming arrangement, and major or critical subcontractor.
- (2) Escalation. The Offeror shall propose escalation at a rate of 2.8% for the Sample Task based on the DOE Office of Cost Analysis escalation rates.
- (3) Contingency. The Offeror shall not separately propose contingency or management reserve at a summary level. Cost element entries should reflect the Offeror's total cost for that element.

- (4) Schedule of Unit Prices for Waste Transportation and Disposal Fees. The volume of waste, costs, and the prospective disposal facility should be shown for each waste category below, as applicable to the Offeror's proposal:

- Sanitary waste
- Soil disposed of radioactive waste
- Debris disposed of as radioactive waste
- Other waste categories the Contractor deems necessary

- (5) Home Office Allocations. The Offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the Offeror shall provide a contractually binding statement as part of the Offer, Volume I that the Offeror will not attempt to recover corporate home office costs in any Task Orders.

- (6) Direct Labor Hours. The Offeror shall use the format shown in Section L, Attachment L-8 to provide a direct labor hour summary by Offeror's hours, subcontractor hours, joint venture's hours, LLC member's hours, and any other direct labor hours, cumulatively in total and by fiscal year, showing the total estimated direct labor hours consistent with its technical proposal. The Offeror shall provide direct labor hour summary, at the same WBS level provided in the Summary of Costs by WBS Worksheet (Schedule 4). The information provided in the worksheet shall be fully traceable to the cost proposal and the yearly staffing plans provided in the technical proposal under Organization and Staffing.

- (7) Schedule. The Offeror shall propose a resource loaded schedule (including critical path schedule) with direct labor hours (no cost information shall be included) (utilizing either Primavera P6 or Microsoft Project), which shows individual activities for each WBS element in Schedule 4, Summary of Costs by WBS Worksheet. This schedule shall be consistent with and traceable to Volume II, Technical Proposal for the Sample Task. (An electronic copy of the schedule in P6, or Microsoft Project shall be provided.)

- (8) The Offeror shall provide a narrative description of how fee is calculated, as well as, describe the rationale for the fee proposed. The description shall include a description of how fee relates to the Offeror's assumption of cost

and schedule risk. If the Offeror is a teaming arrangement, the fee earned may be distributed by the Offeror among the teaming members, as it deems appropriate. Separate additional subcontractor fee for teaming members shall not be considered an allowable cost under the contract.

- (9) The Offeror shall submit the cost portion of the proposal in hardcopy and electronic format (CD-ROM). Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 compatible. The spreadsheet cells shall not be locked. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (10) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against Government cost type contracts. The Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the LLC, joint venture, or other teaming arrangement, and each major or critical subcontractor.
- (11) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, LLC, other teaming arrangement, or has major and critical subcontractor(s), this data must be provided for each entity.
- (12) If the Offeror, joint venture, LLC member or other teaming arrangement is covered by Cost Accounting Standards (CAS), the entities shall identify the cognizant Government audit agency or other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements.

- (13) Responsibility Determination and Financial Capability: FAR 9.104(a), General Standards, requires that a prospective Offeror have adequate resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not limited to, the following:
- a. Financial Statements (audited, if available) and notes to the financial statements for the last three (3) years;
 - b. The information in subparagraph (a) above for each member of the contractor team arrangement (FAR 9.6) if a team arrangement is used; and,
 - c. The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly or severally if more than one, to provide the necessary resources to the prospective contractor and assume all contractual obligations of the prospective contractor.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardees. The Government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government's consideration in making the responsibility determination.

- (15) The DOE may request additional supporting information for evaluation of cost in accordance with FAR 15.306(b).

CLIN 0015 (Firm Fixed Price)

The firm fixed price for the Sample Task for CLIN 0015 should provide pricing at a Summary Level, and should include costs by major cost element (labor, materials, equipment, supplies, subcontract cost, LLC/Joint Venturer, and any Other Direct Costs, which have been fully burdened with allocable indirect costs in accordance with established cost accounting practices and proposed profit). Direct labor hour estimates should be provided by direct labor category. Proposed costs by cost element and proposed labor hours/costs by direct labor category should be summarized by fiscal year.

L.06 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contracts resulting from this unrestricted solicitation. CLINs 0001-0012

and 0014 are Firm Fixed Price. CLINs 0013 and 0015 Task Orders may be awarded as Fixed-Price or Cost Reimbursement.

L.07 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996) (As Modified by DEAR 952.233-2) (MAR 2002)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Noelle Mills
U.S. Department of Energy
EM Consolidated Business Center
250 East Fifth Street, Suite 500
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy
Asst. General Counsel for Procurement and Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.08 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I - The Schedule; Part II - Contract Clauses; and Part III, Section J - List of Documents, Exhibits and Other Attachments.

L.09 TIME, DATE, AND PLACE PROPOSALS ARE DUE

Mailed (U. S. Mail) proposals shall be marked as follows:

FROM:

MAIL TO:

The U.S. Department of Energy (DOE)

Environmental Management Consolidated Business Center (EMCBC)
250 E. Fifth Street, Suite 500
Cincinnati, Ohio 45202

RFP No: **DE-RP30-09CC00046**

Proposals are to be received by DOE no later than: **SEPTEMBER 29, 2009 AT 3:00 P.M. EASTERN TIME**

Attention: Noelle Mills, Contracting Officer

NOTICE TO DOE MAIL ROOM: DO NOT OPEN.

THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION

Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers)
proposals shall be marked as follows:

FROM:

SEND TO:

The U.S. Department of Energy (DOE)
Environmental Management Consolidated Business Center (EMCBC)
250 E. Fifth Street, Suite 500
Cincinnati, Ohio 45202

RFP No: **DE-RP30-09CC00046**

Proposals are to be received by DOE no later than: **SEPTEMBER 29, 2009 AT 3:00 P.M. EASTERN TIME**

Attention: Noelle Mills, Contracting Officer

NOTICE TO DOE MAIL ROOM: DO NOT OPEN.

THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION

Hand carried proposals shall be marked as follows:

FROM:

HAND CARRY TO:

The U.S. Department of Energy (DOE)
Environmental Management Consolidated Business Center (EMCBC)
250 E. Fifth Street, Suite 500
Cincinnati, Ohio 45202

RFP No: **DE-RP30-09CC00046**

Proposals are to be received by DOE no later than: **SEPTEMBER 29, 2009 AT 3:00 P.M. EASTERN TIME**

Attention: Noelle Mills, Contracting Officer

**NOTICE TO DOE MAIL ROOM: DO NOT OPEN.
THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED
SOLICITATION**

Note: Offerors hand carrying proposals to the above address must telephone the Contracting Officer one business day in advance to arrange delivery:

If the Offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted.

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

All proposals are due NO LATER THAN: **SEPTEMBER 29, 2009, 3PM EASTERN TIME**

(CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)

L.10 NUMBER OF AWARDS

FAR 52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the government's best interest to do so.

L.11 FALSE STATEMENTS

Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

L.12 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof, or to acquire or contract for any services.

L.13 RESPONSIBLE PROSPECTIVE CONTRACTORS

The general and additional minimum standards for responsible prospective contractors set forth at FAR 9.1 apply. The Government may use one or more methods available to determine contractor responsibility.

L.14 INFORMATION CONCERNING AWARD

Written notice to unsuccessful Offerors and contract award information will be promptly released in accordance with applicable FAR or DEAR parts.

L.15 TASK ORDERS UNDER MULTIPLE AWARDS

Offerors should note that if awards under this solicitation are made to more than one contractor, the RFP contains two clauses, one entitled “H.08 Ordering Procedures” and one entitled “H.10 Administrative Information,” which provide the procedures that will be used by the DCO in providing each of the firms receiving an award a “fair opportunity to be considered” in the issuance of tasks.

L.16 ACCESS TO CLASSIFIED MATERIAL

Performance under the proposed contract may involve access to classified material. If access to classified material is required, the Offeror shall be required to obtain necessary security clearances for personnel who will have access to classified material at the Task Order Level.

L.17 DISPOSITION OF PROPOSALS OR BIDS

Proposals will not be returned and will be appropriately dispositioned.

L.18 QUESTIONS

Questions and comments concerning this RFP shall be submitted via e-mail to BOTH noelle.mills@emcbc.doe.gov and toni.rutherford@emcbc.doe.gov. All questions must be submitted by 5:00PM, Tuesday, August 18, 2009. Questions submitted after that date may not allow the Government sufficient time to respond.

L.19 LIST OF SECTION L ATTACHMENTS

Attachment No. Description

L-1 Intention to Propose Notification

L-2 Authorization to Release Information Form

L-3 Sample Task for CLIN 0013, Unique MLLW/LLW Requiring Special Processing

L-4 Sample Task for CLIN 0015, Ancillary Services

L-5 Relevant Experience Information Form
L-6 Cost Templates and Instructions
L-7 Sample Task Work Breakdown Structure (WBS)
L-8 Direct Labor Hour Summary

Conformed Copy

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT L-1

INTENTION TO PROPOSE NOTIFICATION

To: Noelle Mills
U.S. Department of Energy
EM Consolidated Business Center
250 East Fifth Street, Suite 500
Cincinnati, OH 45202

Solicitation No.: **DE-RP30-09CC00046**

FROM:

(Firm's Name)

(Authorized Signature and Date)

(Typed/Printed Name and Title)

(Address)

(City, State, ZIP Code)

(Telephone No.)

Please be advised that _____ intends to
submit a proposal to the U.S. Department of Energy in response to Solicitation No. **DE-RP30-**
09CC00046

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT L-2

AUTHORIZATION TO RELEASE INFORMATION FORM

In order for the Government to conduct an efficient evaluation of the proposals under a Government contract competition, it is imperative the Government has the ability to communicate all issues freely regarding a company's proposal, with authorized negotiators of the entity submitting the contract proposal. This authorization form is executed expressly for that purpose. The information that is communicated to the negotiators shall relate specifically to the evaluation and award of a contract under Government solicitation number DE-RP30-09CC00046.

WHEREAS, (insert name of Offeror) has indicated its intent to submit a proposal in response to Government solicitation number DE-RP30-09CC00046; and

WHEREAS, I have authorized the above named company to propose (insert name of company) as a subcontractor or teaming partner in response to the above referenced solicitation, I hereby authorize representatives of the United States Government to release to, and discuss with, authorized negotiators of the above named Offeror any information provided in this proposal or otherwise obtained by the Government's as it may relate to the evaluation and award of a contract resulting from the above referenced solicitation.

(Typed/Printed Name of Individual)

(Typed/Printed Name of Company)

(Signature of Individual)

(Signature of Authorized Representative of Company)

Date

Date

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT L-3

SAMPLE TASK FOR CLIN 0013, UNIQUE MLLW/LLW REQUIRING SPECIAL PROCESSING

PERFORMANCE WORK STATEMENT

1.0 PURPOSE

The purpose of this task is to treat mixed low-level radioactive waste (MLLW) in accordance with Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA) requirements, Land Disposal Restrictions (LDR) and the Nevada Test Site Waste Acceptance Criteria (NTS WAC).

2.0 TASK DESCRIPTION

This scope of work is to provide treatment of approximately 65 cubic feet of MLLW. The treated MLLW must meet RCRA, LDR for mixed waste, the NTS WAC and the approved waste profile. The contractor shall conduct all required tests to demonstrate compliance. Services will be rendered in full compliance with all applicable State and Federal regulations. There are no transportation requirements.

The 65 cubic feet of solid (debris smaller than one inch), MLLW is in fifteen poorly labeled 55 gallon drums. Historical records indicate that the drums were classified as LLW with Polychlorinated Biphenyls (PCBs) 100-1000 parts per million (ppm), Lead ranging from 10-100ppm and other RCRA constituents. The historical records are provided in Attachment 1, Historical Records, There is no traceability of contaminants to individual drums, i.e., any drum may contain any of the concentrations in Attachment 1. A Treatability Study/Treatment and Disposal Strategy are required prior to full implementation of the contract to document that the treatment will comply with the applicable requirements.

3.0 CONTRACTOR REQUIREMENTS

1. The MLLW will be disposed of at NTS. The contractor shall have an active NTS radioactive waste acceptance certification program.
2. The contractor shall prepare a Treatability Study/Treatment and Disposal Strategy for the MLLW. The contractor is responsible for demonstrating that the final waste form meets RCRA and LDR and will comply with the NTS WAC. The Treatability Study and Treatment and Disposal Strategy shall include:
 - a. Recommended characterization and treatability tests;
 - b. Waste form tests and description for demonstrating compliance to TSCA, RCRA, LDR and the NTS WAC;
 - c. Treatment method(s);

- d. Packaging type, transporting, and manifesting, and disposal methodology.
3. The contractor shall prepare an NTS waste profile, which shall include the description and results of the treatability study.
4. The contractor shall perform the treatment process in a facility with the proper engineering controls for radiological protection. The process/facility shall meet all applicable Federal, State, and local codes and regulations for processing radioactive waste. If a new process design or treatment method is used, the contractor shall provide the technical basis using either similar processing experience or testing that the full-scale treatment process will be successful.
5. The contractor shall prepare a critical path schedule, including waste-shipping forecasts for processing waste.
6. The contractor shall process and treat the waste as required to meet NTS WAC and LDR in accordance with all permits, authorizations and licenses, and in compliance with Federal and state regulations and permits, as applicable. The contractor is responsible for providing all waste form testing to show that the waste form performance meets the NTS WAC and the approved waste profile.
7. The contractor shall package the waste in compliance with DOT regulations.
8. The disposal container shall be in compliance with the NTS WAC.
9. The contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with Federal and state regulations and permits.

4.0 LIST OF APPLICABLE LAWS, REGULATIONS AND DOE DIRECTIVES

The contractor shall comply with all applicable laws, regulations and DOE Directives in Section J, Attachment C, List of Applicable Laws, Regulations and DOE Directives, of the master Indefinite Delivery, Indefinite Quantity contract, and the following, as applicable:

- Part 148 Restrictions on Underground Injection of Hazardous Waste;
- Part 260 Hazardous Waste Management System;
- Part 261 Identification and Listing of Hazardous Waste;
- Part 262 Standards Applicable to Generators of Hazardous Waste;
- Part 263 Standards Applicable to Transporters of Hazardous Waste;
- Part 264 Standards Applicable to Operators of TSDs;
- Part 265 Interim Status Standards for Owner Operators of Hazardous Waste TSDs;
- Part 268 Land Disposal Restrictions;
- Part 270 EPA-Administered Permit Program;
- Part 271 Requirements for Authorization of State Hazardous Waste Programs;
- Part 272 Approved State Hazardous Waste Management Programs;
- Part 273 Universal Waste Management Standards;
- Part 761 Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, And Use Prohibitions;
- U.S. Environmental Protection Agency (EPA) SW-846, Test Methods for Evaluating Solid Waste, Physical/Chemical Methods;
- ANSI/ASQC E4, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs;
- EPA/540/R-93/07, Data Quality Objectives.

ATTACHMENT 1 – Historical Records

Chemical Records
(no traceability to individual drums)

Contaminant	Minimum Value, ppm	Maximum Value, ppm
Lead	10	100
Cadmium	0	50
PCBs	100	1000

Radiological Records
(no traceability to individual drums)

Radioactive Constituents	Bq/m³
U-234	<1.63E+03
U-235	1.60E+00
U-236	<1.69E+01
Am-241	1.51E+04
Am-243	7.87E+02
Cm-244	5.19E+04
Cm-245	<4.13E+04
Cm-246	<7.43E+04
Np-237	<1.64E+02
Ni-59	<5.50 E+01
Ni-63	<1.39 E+03
Sr-90	1.19 E+04
Co-60	4.80 E+01
Ra-226	<3.12 E+02
I-129	<2.14 E+02
C-14	<1.07 E+02

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT L-4

SAMPLE TASK FOR CLIN 0015, ANCILLARY SERVICES

PERFORMANCE WORK STATEMENT

1.0 PURPOSE

The purpose of this task is characterization, transportation, and support services for Mixed Low-Level Waste (MLLW), in accordance all applicable Federal, State and local requirements.

2.0 TASK DESCRIPTION

This scope of work is to provide waste characterization and transportation of approximately 200 cubic feet of MLLW. Services will be rendered in full compliance with all applicable State and Federal regulations. The offeror shall currently possess and maintain all applicable licenses/permits, personnel, facilities, equipment, and materials to perform the following.

The MLLW is in thirty 55 gallon drums which contain 200 cubic feet of MLLW (variable size debris). There are no historical records of the waste. The contractor will need to: (1) sample and characterize the waste adequately for a separate treatment contractor to develop a Treatability Study/Treatment and Disposal Strategy; (2) develop and approve transportation plans for shipment from the DOE site to the treatment facility, and (3) package and transport the waste, in accordance with applicable regulatory standards and requirements.

3.0 CONTRACTOR REQUIREMENTS

1. The offeror shall prepare a Project Plan and Level 1 milestone schedule for the waste characterization and transportation of the MLLW.
2. The offeror shall properly sample and characterize the treated wastes and treatment residuals adequately for a treatment contractor to treat the waste in accordance with commercial requirements. The contractor must sample and characterize all treated wastes in accordance with a statistically valid sampling and analysis plan. The contractor must ensure that all documentation and analytical procedures employed meet applicable requirements.
3. The offeror shall plan and procure the services of a U.S. Department of Transportation (DOT) approved carrier to transport the MLLW to the treatment facility. DOE site personnel will load the waste onto the truck transport vehicle. A radiological survey will be performed by DOE site personnel on all shipping containers to ensure that radioactive surface contamination on the outside of the containers is within DOT limits. DOE, with the offeror's assistance, will coordinate waste shipments to ensure that advance

notification requirements are complete and that waste inventory requirements are met and updated.

4. The offeror shall propose containers and packaging for the waste in compliance with DOT regulations and in coordination with the DOE transporter.
5. The offeror shall arrange for the transportation of the 200 cubic feet (thirty 55 gallon drums) of MLLW from the DOE site to the treatment facility. The transportation distance shall be assumed to be 250 miles and shall be by truck.
6. Before the waste leaves the DOE facility, the offeror shall verify compliance to all federal, state, and local regulations for waste transportation.

4.0 LIST OF APPLICABLE LAWS, REGULATIONS AND DOE DIRECTIVES

The contractor shall comply with all applicable laws, regulations and DOE Directives in Section J, Attachment C, List of Applicable Laws, Regulations and DOE Directives, of the master Indefinite Delivery, Indefinite Quantity contract, and the following, as applicable:

- Part 148 Restrictions on Underground Injection of Hazardous Waste;
- Part 260 Hazardous Waste Management System;
- Part 261 Identification and Listing of Hazardous Waste;
- Part 262 Standards Applicable to Generators of Hazardous Waste;
- Part 263 Standards Applicable to Transporters of Hazardous Waste;
- Part 264 Standards Applicable to Operators of TSDs;
- Part 265 Interim Status Standards for Owner Operators of Hazardous Waste TSDs;
- Part 268 Land Disposal Restrictions;
- Part 270 EPA-Administered Permit Program;
- Part 271 Requirements for Authorization of State Hazardous Waste Programs;
- Part 272 Approved State Hazardous Waste Management Programs;
- Part 273 Universal Waste Management Standards;
- Part 761 Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, And Use Prohibitions;
- U.S. Environmental Protection Agency (EPA) SW-846, Test Methods for Evaluating Solid Waste, Physical/Chemical Methods;
- ANSI/ASQC E4, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs;
- EPA/540/R-93/07, Data Quality Objectives.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT L-5

RELEVANT EXPERIENCE INFORMATION FORM

(Limited to 2 pages per CLIN)

Name of Offeror/Teaming Partner:

Name of parent company contract awarded to if different from Offeror:

Client Name (*e.g. DOE, DOD, etc*):

Contract # (*Basic Contract, Task Order Number, Subcontract Number, as applicable*):

Period of Performance (*Duration - Start Date through Completion/Termination Date*):

Provide reason if terminated for cause:

Type of Contract (*e.g. Firm Fixed Price, Cost Plus Fixed Fee, etc*):

Total Contract Value:

Final Amount Invoiced/Amount Invoiced to Date:

Description of Services (*For Description of Services include the identification of the portion of the work (size, scope and complexity) performed by the Offeror during this contract including technical requirements and performance, regulatory issues and interface with disposal site. Describe challenges/problems encountered and their resolution using corporate capability support and resources. If the experience relates to a parent organization or a "team member," the Offeror shall address that entity's role in performance.*):

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT L-6

COST TEMPLATES AND INSTRUCTIONS

(SEE EXCEL FILE ATTACHMENT)

Conformed Copy

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**ATTACHMENT L-7****SAMPLE TASK WORK BREAKDOWN STRUCTURE (WBS)**

WBS Level	
1.0	Treatability Study/Treatment and Disposal Strategy for MLLW – Sample Task
1.1	Regulatory Compliance <ul style="list-style-type: none"> a. DOE Order 435.1 b. Active NTS radioactive waste acceptance certification program c. Comply with all applicable laws, regulations and DOE Directives in Section J, Attachment C, List of Applicable Laws, Regulations and DOE Directives, of the master Indefinite Delivery, Indefinite Quantity contract, and other special contract requirements listed in section 4.0 of the Sample Task Statement of Work.
1.2	Recommended waste characterization and treatability tests <ul style="list-style-type: none"> a. Perform/Describe Waste form tests for compliance to: <ul style="list-style-type: none"> (1) Toxic Substances Control Act (TSCA) requirements; (2) Resource Conservation and Recovery Act (RCRA) requirements; (3) Land Disposal Restrictions (LDR); and (4) Nevada Test Site Waste Acceptance Criteria (NTS WAC). b. Prepare required procedures, work plans, and waste shipping forecasts for processing waste, including a written remediation plan to remediate any non-compliant waste forms generated. The contractor is responsible to remediate any non-compliant waste forms at their cost. c. Prepare an NTS waste profile. d. Prepare a separate profile for the MLLW to be approved by the NTS.
1.3	Waste Treatment Methods, including alternatives, if appropriate <ul style="list-style-type: none"> a. Process and treat waste in a facility with proper engineering controls for radiological protection. Facility must meet all Federal, State, and local codes and regulations for processing radioactive wastes. Process and treat the waste as required to meet NTS WAC and LDR in accordance with all permits, authorizations, and licenses and in compliance with Federal and State regulations and permits, as applicable. b. Obtain COR approval of the selected treatment approach. c. Treat and dispose of all byproduct, residual, and secondary waste in compliance with Federal and state regulations and permits.
1.4	Packaging, Transporting, Manifesting, and Disposal Methodology <ul style="list-style-type: none"> a. Package waste in compliance with DOT regulations and in coordination with DOE transporter. b. Disposal container shall be in compliance with the NTS WAC

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**ATTACHMENT L-8
DIRECT LABOR HOUR TEMPLATE**

(SEE EXCEL FILE ATTACHMENT)

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PART IV-SECTION M

EVALUATION FACTORS FOR AWARD

M.01 GENERAL EVALUATION

- (a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. DOE has established a Technical Evaluation Committee (TEC) to evaluate the proposals submitted for this acquisition. Proposals will be evaluated by the TEC members in accordance with the procedures contained in FAR Part 15, DEAR Part 915, and the Evaluation Factors hereinafter described.
- (b) The instructions set forth in Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the TEC. The Offeror shall furnish adequate and specific information in its response. A proposal will be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP (e.g. license/permit requirements), or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- (c) Prior to an award, a finding shall be made by the Contracting Officer whether any possible Organizational Conflict of Interest (OCI) exists with respect to the apparent successful Offeror(s). In making this determination, DOE will consider the representation required by Section K of this solicitation. Award(s) will be made if there is no OCI or if the OCI can be appropriately avoided or mitigated.
- (d) The Government intends to evaluate proposals and award a contract without discussions or exchanges with Offerors (except clarifications as described in FAR 15.306(a)). Only the line item or line items identified in the Offeror's proposal will be evaluated for award. Therefore, the Offeror's proposal shall contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

M.02 BASIS FOR CONTRACT AWARD

The Government intends to award one or more contracts per CLIN resulting from this Request for Proposal (RFP) to the responsible Offeror(s) whose proposal(s) conform to the RFP. An Offeror may be awarded a single CLIN, a combination of CLINs, or all CLINs. To be awarded the Ancillary Services CLIN, an Offeror must be awarded one or

more of the FFP CLINs. To be awarded the Unique MLLW/LLW Requiring Special Processing CLIN, an Offeror must be awarded one or more of the FFP CLINs.

Awards will be made for each CLIN on the basis of the lowest price technically acceptable. Technical acceptability will be determined by evaluating the go/no-go factors (and sub factors) described in M.03. All Offerors who are determined to be technically acceptable will receive an award for each CLIN proposed if their price(s) are determined to be reasonable and complete. "Lowest price" is defined for this acquisition to allow for the lowest prices by CLIN (i.e., it is anticipated that multiple awards will be given for each CLIN).

M.03 EVALUATION FACTORS (LOWEST PRICE TECHNICALLY ACCEPTABLE)

TECHNICAL PROPOSAL

The Technical Proposals will be evaluated based on the following factors on a technically acceptable (go/no-go) basis:

- (1) Technical Requirements, and
- (2) Relevant Experience.

In accordance with FAR 15.101-2, DOE will evaluate the Offeror's capability to successfully perform the Performance Work Statement as evidenced by the Offeror's understanding, knowledge, and approach to the requirements of the prospective contract. If an offeror does not meet or exceed all of the acceptability standards outlined below for each of the technical acceptability (go/no-go) factors above, the proposal will received a no-go in that factor, except as noted below. A no-go in either of the above factors makes the proposal overall a no-go.

(1) Technical Requirements

The Offerors understanding of technical requirements will be evaluated on a technically acceptable (go-no-go) basis based on the following, as it relates to the requirements as specified in Section C.

FOR CLINs 0001-0013:

Offerors shall meet or exceed the following acceptability standards: *(NOTE: For CLIN 0013, the evidence outlined below should support the approach to the Sample Task in Attachment L-3):*

1. Evidence of possession of the licenses and permits necessary to treat the waste. If licenses and permits are not in the Offeror's possession at time of award, DOE will evaluate evidence of validity and acceptability of the Offeror's Project Plan,

which includes a resource-loaded schedule for obtaining such license and permits within six months after award.

2. Evidence of the treatment facility's approved waste acceptance criteria.
3. Evidence of personnel and expertise necessary to perform the treatment of the waste by evaluating the organization chart with corresponding explanation of functions performed, lines of authority, certifications of appropriate personnel and any subcontractor functions.
4. Evidence of equipment, material, supplies, and services necessary to perform the treatment of the waste by providing a description of these elements.
5. Evidence of the following approved programs/procedures:
 - a. An ES&H Program in accordance with the NRC or Agreement State license requirements;
 - b. DOE will evaluate an offeror's approach to creating and implementing a QA Plan that is in accordance with license and permit requirements and compliance with EM-QA-001;
 - c. Waste certification program in accordance with commercial and/or NTS disposal site requirements.

FOR CLIN 0014:

Offerors shall meet or exceed the following acceptability standards:

1. Evidence of possession of the licenses and permits necessary to release the waste. If licenses and permits are not in the Offeror's possession at time of award, DOE will evaluate evidence of validity and acceptability of the Offeror's Project Plan, which includes a resource-loaded schedule for obtaining such license and permits within six months after award.
2. Evidence of the Offeror's BSFR release criteria for each landfill.
3. Evidence of personnel and expertise necessary to perform BSFR by evaluating the organization chart with corresponding explanation of functions performed, lines of authority, certifications of appropriate personnel and any subcontractor functions.
4. Evidence of equipment, material, supplies, and services necessary to perform the release of the waste by providing a description of these elements.
5. Evidence of the following approved programs/procedures:
 - a. An ES&H Program in accordance with the NRC or Agreement State license requirements;
 - b. DOE will evaluate an offeror's approach to creating and implementing a QA Plan that is in accordance with license and permit requirements and compliance with EM-QA-001;
 - c. Waste release certification program in accordance with landfill release requirements.

FOR CLIN 0015:

Offerors shall meet or exceed the following acceptability standards for completion of the Sample Task in Attachment L-4:

1. Evidence of possession of licenses to perform transportation activities;
2. Evidence of personnel capability to perform the activities of the Sample Task as documented in an organization chart with an explanation of functions performed, lines of authority, certifications of appropriate personnel and any subcontractor functions.
3. Evidence of equipment, material, supplies, and services necessary to perform the waste characterization and transportation by providing a description of these elements.
4. Evidence of a complete Project Plan and Level 1 milestone schedule, complete sampling and analysis plan, and approved and acceptable packaging and transportation plan, as described in the Sample Task, Section 3.0.

(2) Relevant Experience-For All CLINs

Offerors shall meet or exceed the following acceptability standards for relevant experience. The Offeror's experience described in the relevant and recent contract/task order/project will be evaluated on a technically acceptable (go-no-go) basis based on the demonstration of experience and capabilities in accomplishing efforts relevant to those described in the Performance Work Statement. In evaluating the Offeror's written proposal, DOE will consider execution of operations relevant to the Performance Work Statement in size, scope, and complexity. DOE will evaluate the Offeror's experience in accomplishing efforts relevant to those described in the Performance Work Statement (for each CLIN proposed), which must include technical requirements and performance, regulatory issues and interface with the disposal site. The contract/task order/project must relate to experience in the execution of operations relevant to the Performance Work Statement in size, scope, and complexity. Size is defined as dollar value and duration. Scope is defined as the type of work (CLIN, e.g., Vacuum-Assisted Thermal Desorption of MLLW, BSFR, etc.). Complexity is defined as challenges to successful contract performance.

In the case of a newly formed joint venture, limited liability partnership, or other entity formed for the purpose of competing for this contract, DOE will evaluate the experience of the entities that comprise the newly formed entity.

PRICE/COST PROPOSAL

The Offeror's price/cost proposal will not be point scored, but will be used in determining the lowest evaluated price to the Government in accordance with M.02 of this solicitation and FAR Part 15.101-2.

The responsibility and financial capability evaluation will consider if an Offeror has adequate financial resources to perform the Contract or has the ability to obtain them.

For CLINs 0001-0012 and 0014 (Firm Fixed Price):

The Offeror's price data will also be evaluated to assess completeness and reasonableness of the proposed prices. The price reasonableness evaluation may include the following:

- Comparison of the Offeror's Prices for each unit price proposed in Section J, Attachment B, to other Offeror's Prices for each unit price proposed.
- Comparison of proposed prices to historical prices
- Comparison of proposed prices with independent Government cost estimates.

For CLIN 0013 (Cost Plus Fixed Fee):

DOE will evaluate each Offeror's proposed cost for the Sample Task (Attachment L-3), using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed costs are reasonable, realistic, and complete. The government will evaluate the realism of each Offeror's proposed costs. The evaluation of cost realism includes an analysis of specific elements of each Offeror's proposed cost to determine whether the proposed estimated cost elements are sufficient for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the methods of performance and materials described in the Offeror's technical proposal.

For evaluation purposes, DOE will compute the most probable cost associated with the Offeror's proposal. In determining the best value to the Government, the evaluated price is the Government-determined most probable cost plus the Fixed Fee.

The cost proposal and the proposed fixed fee will not be point scored or adjectively rated. The cost proposal will be evaluated for consistency with the Technical Proposal. Competition will demonstrate the reasonableness of the Offeror's proposed fixed fee.

For CLIN 0015 (Firm Fixed Price):

DOE will evaluate each Offeror's proposed price to assess reasonableness and the accuracy of the proposed prices for the Sample Task (Attachment L-4). The price reasonableness evaluation may include the following:

- Comparison of the Offeror's Prices to other Offeror's Prices for the Sample Task.
- Comparison of proposed prices with independent Government cost estimates.